

**HUDSON LANDING
DEVELOPER AGREEMENT**

AGREEMENT, made this 5TH day of MARCH 2014 between and among KINGSTON LANDING DEVELOPMENT, LLC, a domestic Limited Liability Company with an office for the conduct of business at One Executive Boulevard, Yonkers, New York, 10701 ("DEVELOPER"), THE CITY OF KINGSTON, THE CITY OF KINGSTON PLANNING BOARD and THE CITY OF KINGSTON WATER BOARD, with offices at City Hall, 420 Broadway, Kingston, New York 12401 ("CITY") and THE TOWN OF ULSTER, THE TOWN OF ULSTER PLANNING BOARD, with offices at Town Hall, 1 Town Hall Drive, Lake Katrine, New York 12449 ("TOWN").

W I T N E S S E T H:

BACKGROUND & PREFACE

WHEREAS, DEVELOPER proposes to develop Hudson Landing upon an approximate 508 acre site, extending generally from the western shore of the Hudson River on the east to NYS Route 32 on the west on those parcels situated in both the City of Kingston and Town of Ulster listed on Schedule "A" hereto ("Project Site" or Property); and,

WHEREAS, the proposed development plan calls for a total of 1,682 dwelling units which include a mix of single family detached houses, townhouses, stacked townhouses, condominiums, apartments and live/work townhouses in addition to 78,500 square feet of commercial space to be constructed as a "Traditional Neighborhood Development" with associated open space areas and recreation facilities on the Project Site. ("Project"); and,

WHEREAS, the Project has been reviewed under the New York State Environmental Quality Review Act ("SEQRA") in coordinated Type I Action review and a December 18, 2008 Final Generic Environmental Impact Statement [FGEIS] was approved by the City of Kingston Planning Board, as SEQRA Lead Agency; and,

WHEREAS, on April 13, 2009, the City of Kingston Planning Board issued a Statement of Findings for the Project ("Findings"); and,

WHEREAS, the Findings provide that the DEVELOPER along with the CITY and TOWN shall execute a Developer Agreement to ensure that all mitigation measures contained in the Findings are performed. It is the further intent of this agreement to solidify certain mitigation requirements within the Findings Statement and responsibilities of the CITY, TOWN and DEVELOPER as it pertains to future development and approvals on the subject property; and,

WHEREAS, said mitigation measures principally relate to Land Use/Zoning, Visual Resources, Historical and Environmental conditions, as well as on and off-site infrastructure improvements such as highway; sewer collection and wastewater treatment improvements; open space and public access improvements and improvements relating to the construction/renovation and ownership of buildings on the Project Site (collectively referred to as the "Mitigation Measures"); and,

WHEREAS, said mitigation measures outlined in the Findings refer to the development phasing as outlined within the FGEIS for the project. It is understood that this phasing is generic and may be modified or altered due to market conditions, regulatory requirements and/or other considerations, which may affect the development and timing of the project, in accordance with paragraph 21 herein. It was the intent with the project phasing identified to solidify certain thresholds for mitigation based upon the impacts generated by the total number of residential units constructed and occupied at a point in time, and not necessarily to dictate how many units would be developed at one time or which portions of the property would be developed in any specific order; and,

WHEREAS, said phasing may involve more than 5 phases with fewer units per phase. With that intent, the following projections have been determined to define the planned phasing as outlined in the Findings with respect to overall project mitigation [see also, FGEIS, Findings and the Conceptual Site Development Plan].

Phase 1A shall consist of the Promenade and all associated improvements as set forth within the Promenade Plan, New York State Department of State grant funding award and the Maps/Details developed by the CITY, TOWN and DEVELOPER during the pendency of Promenade review.

Phase 1B shall consist of a total of 388 residential units and 21,000 sf of commercial space. Completion of 50% of the units in Phase 1 shall constitute the issuance of 194 Residential Certificates of Occupancy (CO's) for the project and likewise completion of Phase 1 shall constitute the issuance of a total of 388 Residential Certificates of Occupancy (CO's) for the project.

Phase 2 shall consist of an additional 334 residential units and 14,000 sf of commercial space. Completion of 50% of the units in Phase 2 shall constitute the issuance of a total of 555 Residential Certificates of Occupancy (CO's) for the project and likewise completion of Phase 2 shall constitute the issuance of a total of 722 Residential Certificates of Occupancy (CO's) for the project.

Phase 3 shall consist of an additional 479 residential units and 29,500 sf of commercial space. Completion of 50% of the units in Phase 3 shall constitute the issuance of a total of 962 Residential Certificates of Occupancy (CO's) for the project and likewise completion of Phase 3 shall constitute the issuance of a total of 1201 Residential Certificates of Occupancy (CO's) for the project.

Phase 4 shall consist of an additional 244 residential units and 14,000 sf of commercial space. Completion of 50% of the units in Phase 4 shall constitute the issuance of a total of 1206 Residential Certificates of Occupancy (CO's) for the project and likewise completion of Phase 4 shall constitute the issuance of a total of 1445 Residential Certificates of Occupancy (CO's) for the project.

Phase 5 shall consist of an additional 237 residential units. Completion of 50% of the units in Phase 5 shall constitute the issuance of a total of 1564 Residential Certificates of Occupancy (CO's) for the project and likewise completion of Phase 5 shall

constitute the issuance of a total of 1682 Residential Certificates of Occupancy (CO's) for the project; and,

WHEREAS, other factors may affect the timing of certain mitigation measures will be reviewed at the time of site plan approval and said Project phasing particulars may be modified, subject to the requisite approval of the CITY and TOWN, as full completion of the project is estimated to take from 15-20 years; and,

WHEREAS, implementation of the Mitigation Measures has already commenced and in association therewith, both the City of Kingston and Town of Ulster Planning Boards have adopted a Traditional Neighborhood Development Plan (TNDP) and Regulating Design Manual (RDM) for the Project; and,

WHEREAS, both the DEVELOPER and CITY and TOWN wish to specify by this agreement the terms and conditions upon which the Project, future reviews and associated Mitigation Measures are to be undertaken.

NOW THEREFORE, in consideration of the mutual covenants, agreements and stipulations herein, and in further setting forth the mitigation measures which have already been incorporated into the project plan, the DEVELOPER and CITY and TOWN agree as follows:

TERMS OF AGREEMENT

1. **Visual Resources** - Per Section VIII of the Findings, all Site-specific facts, Impacts, Mitigation & Findings are incorporated herein.

Additional Clarifications: None

2. **Wastewater Collection** - Per Section VIII of the Findings, all Site-specific facts, Impacts, Mitigation & Findings are incorporated herein.

Additional Clarifications:

- a.) Per Section VIIC.1.b.(2) - Renovation and Expansion of North street pump station:

Further capacity improvements at the pump station "may" be required by the completion of Phase 2. These additional improvements are highly flow dependant and include flows not only from Hudson Landing, but projected flows from other proposed developments and neighborhoods. The CITY shall monitor flows to the pump station, as well as from the Hudson landing community, to assess what if any additional improvements are warranted. Hudson Landing shall contribute a proportional share based upon respective flows from each project of any additional improvements warranted based upon the actual percentage of its flow above 700 gpm capacity improvements committed in Phase 1.

b.) Per Section VIIC.1.b.(5) & (6) - Inflow and Infiltration Improvements:

Prior to the completion of Phase I, DEVELOPER has committed to targeted infiltration and inflow improvements within the existing CITY wastewater collection system which shall include the following:

- (i) Repair of portions of the East Strand Interceptor Sewer in order to remove 90,000 gallons per day (gpd) of tidal inflow. The 90,000 gpd tidal inflow reduction may also be accomplished by reducing inflow in other portions of the City collection system upon review and consent of the City Engineer.
- (ii) Sealing of selected sewer manholes to remove approximately 60,000 gpd of I & I. The 60,000 gpd reduction of infiltration and inflow may also be accomplished by reducing infiltration and inflow in other portions of the City collection system upon review and consent of the City Engineer.

3. **Wastewater Treatment Plant** - Per Section VIII of the Findings, all Site-specific facts, Impacts, Mitigation & Findings are incorporated herein.

Additional Clarifications:

a.) Per Section VIID.2.a – WWTP Improvements:

1. It was demonstrated during the environmental review for the project that additional improvements may be necessary at the WWTP following Phase IV of the Project and prior to Phase V of the Project, in order to accommodate additional flows from the development as well as other projected sources such as sewer expansion in the Town of Esopus, Town of Ulster, East Kingston and the adjacent proposed Sailors Cove Development.
2. The Developer shall pay its Proportional Share of the Construction Cost Estimate for expansion of the WWTP based upon overall inorganic (TSS) and organic loadings (TVSS, BOD and TKN) from the wastewater flows and loads for the Hudson Landing Project.
3. The Developer's Proportional Share of the Construction Cost Estimate shall be based upon the Project's Actual Flow and Loads as monitored and reported by the developer to the City Engineer and which is to be ~~and~~ projected to account for Anticipated Flow and Load of Phase V of the project, and the City's Base Flow and Load calculated according to the following formula:

Developer's Proportional Share of the Construction Cost =
[Construction Cost] x $[0.8(Q_a/Q_p) + (BOD_a/BOD_p) + 1.2(TKN_a/TKN_p)]/3$

Where:

Q_a = Actual Projected Development Flow
 Q_p = Wastewater Treatment Plant (WWTP) Flow
 BOD_a = Actual Projected Development BOD Loading in Lbs. per day
 BOD_p = WWTP BOD Loading
 TKN_a = Actual Projected Development Ammonia (asNH₃) Loading in Lbs. per day
 TKN_p = WWTP Ammonia Loading

4. The WWTP flows and loads will be calculated as follows:

- i. A compilation of flow meter readings as measured and recorded by the Kingston WWTP, and reported as “12-Month Rolling Average”, and
- ii. Annualized inorganic and organic loadings as measured, calculated and recorded by the Kingston WWTP.
- iii. The calculation of the Developer’s Proportional Share shall be based upon the 12-Month period preceding the issuance of last Certificate of Occupancy for Phase IV adjusted to account for the completion of phase IV and V.

b.) Per Section VIID.2.d – WWTP Long Term Control Plan (LTCP):

The Developer will be responsible for its proportional share of the cost of the LTCP based upon a percentage of the actual metered dry weather flows of the project as compared to the actual metered dry weather flows to the WWTP following Phase IV of the Project and prior to Phase V of the Project. [See August 9, 2013 Malcolm Pirnie Letter to the City of Kingston for Estimates and Formula Calculation.] The DEVELOPER agrees to pay for DEVELOPER’S portion of the cost of the requisite monitoring equipment and the developer’s proportional share of the LTCP shall be based upon the actual construction cost of the LTCP. The CITY is authorized to monitor and evaluate the LTCP dry weather flows prior to all Phases of the development.

- c.) At any time the CITY’S consultant provides said foregoing Estimate and/or a request for proportional shares from the DEVELOPER, the CITY’S consultant shall first provide the DEVELOPER with copies of all calculations, information and documentation setting forth the manner in which the proportional share was determined.
- d.) The City has reserved design flow for the Project improvements and this reserve results in a capacity of 0.527 MGD Design Flow at the City Sewage Treatment Plant for the exclusive use of the DEVELOPER.

4. **Public Services and Fiscal Impacts** - Per Section VIII of the Findings, all Site-specific facts, Impacts, Mitigation & Findings are incorporated herein.

Additional Clarifications:

- a.) Per Section VIII.E.2.a - To ensure that the projected positive fiscal benefits are actually achieved, the Applicant shall monitor and report to the City of Kingston Planning Board, upon substantial completion of each development phase, the actual conditions which affect fiscal impact, including project assessments and taxes generated, number of resident school children and city and town services utilized by project residents. If analysis of the actual factors affecting fiscal impact reveal that such impacts are below 20% of the "breakeven" threshold as outlined in the FGEIS, DEVELOPER may be requested by the City of Kingston Planning Board to modify the development program in subsequent phases as a means to maintain a positive fiscal impact. Modification of said development program, if required, shall not affect the overall approved density for the project and the modifications which are proposed shall be reviewed by the City of Kingston Planning Board and the Town of Ulster Planning Board, prior to modification of the development program. Fiscal impacts which could not be reasonably anticipated in the FGEIS and/or fiscal impacts which are beyond the control of the DEVELOPER, fiscal impacts which result from those created by other developments within the CITY and/or re-assessments or re-districting shall not be considered and DEVELOPER shall have no responsibility for meeting the threshold aforesaid.
5. **Stormwater** - Per Section VIII of the Findings, all Site-specific facts, Impacts, Mitigation & Findings are incorporated herein.
- Additional Clarifications: None
6. **Site Grading** - Per Section VIII of the Findings, all Site-specific facts, Impacts, Mitigation & Findings are incorporated herein.
- Additional Clarifications: None
7. **Water Resources** - Per Section VIII of the Findings, all Site-specific facts, Impacts, Mitigation & Findings are incorporated herein.
- Additional Clarifications: None
8. **Hydrogeologic Resources** - Per Section VIII of the Findings, all Site-specific facts, Impacts, Mitigation & Findings are incorporated herein.
- Additional Clarifications: None
9. **Wetlands and Wildlife** - Per Section VIII of the Findings, all Site-specific facts, Impacts, Mitigation & Findings are incorporated herein.
- Additional Clarifications: None
10. **Traffic** - Per Section VIII of the Findings, all Site-specific facts, Impacts, Mitigation & Findings are incorporated herein.

Additional Clarifications: None

11. **Land Use and Zoning** - Per Section VIII of the Findings, all Site-specific facts, Impacts, Mitigation & Findings are incorporated herein.
Additional Clarifications: None

12. **Open Space, Public Access and Recreation** - Per Section VIII of the Findings, all Site-specific facts, Impacts, Mitigation & Findings are incorporated herein.

Additional Clarifications:

- a.) Recreation Fees: Based upon the review of the Project and the present and anticipated further needs for park and recreational facilities, the CITY finds that pursuant to Section 347-1 of the City Code, and the TOWN finds that pursuant to Section 190-35 of the Town Code and in accordance with Section 33 of the General City Law of New York State and Section 274-a of the Town Law of New York State, that the Project Site provides a suitable location for public parks and on site recreation and as a condition and mitigation for the project as outlined in the Findings Statement, the Project will provide sufficient public parkland and onsite recreation to meet the public recreation demand of the project residents as well as providing for additional recreational opportunities for the general public. Consequently, the payment of recreation fees for the project shall be held in abeyance until such time as public parkland planned for the development is conveyed by deed to the CITY and/or the TOWN, and/or to a Federally Qualified Conservation Organization or until such time as said public parkland is preserved as such by perpetual conservation easements or other perpetual deed restrictions; at which time the payment of any and all recreation fees shall be waived (but only as to the specific phase of the development which has been granted Final Site Development Plan Approval and/or Final Subdivision Approval by the CITY and/or the TOWN) and said recreation fees shall not be required to be paid by the DEVELOPER. The above referenced deed/easement recitals and corresponding waivers of recreation fees are planned to be coordinated with the respective phases of the development pursuant to Final Site Development Plan Approvals and/or Final Subdivision Plat Approvals as may be granted by the CITY and/or the TOWN.
- b.) Any Conveyance of land and improvements to the CITY and/or the TOWN shall be made by deeded conveyance, accompanied with a title insurance policy ensuring the validity of said Deed and naming the CITY and/or the TOWN as insureds.
- c.) The Open Space Management Plan shall be filed with the CITY Planning Board and the TOWN Planning Board prior to Phase 1 of the Final Site Development Plan Approval and/or prior to Phase 1 of the Final Subdivision Approval.

13. **Regional Transportation** - Per Section VIII of the Findings, all Site-specific facts, Impacts, Mitigation & Findings are incorporated herein.

Additional Clarifications:

- a.) Immediately prior to the issuance of the 421st certificate of occupancy for the Project (25% of the residential units in the development), The DEVELOPER shall make a contribution to the CITY, to be applied for municipal transportation services with direct benefit to the development, in the amount of \$20,000 for the purchase of a new para-transit bus or van the City of Kingston Common Council, may determine that this \$20,000.00 payment is not necessary; in which instance said payment will not be required.

14. **Cultural and Historic Resources** - Per Section VIII of the Findings, all Site-specific facts, Impacts, Mitigation & Findings are incorporated herein.

Additional Clarifications: None

15. **Noise** - Per Section VIII of the Findings, all Site-specific facts, Impacts, Mitigation & Findings are incorporated herein.

Additional Clarifications: None

16. **Air Quality** - Per Section VIII of the Findings, all Site-specific facts, Impacts, Mitigation & Findings are incorporated herein.

Additional Clarifications: None

17. **Bonding of Public Improvements:**

- a.) With respect to Site Plan Approval, DEVELOPER is not required to post Performance Bonds for any non-public (private) improvements; excepting that DEVELOPER shall bond any unbuilt improvements for remaining portions of private improvements which are part of any Site Plan Approval prior to the issuance of Certificates of Occupancy for that portion of the project which obtains Site Plan Approval. The DEVELOPER may further construct all public improvements (non-private) in advance and without the issuance of bonding for all work under an Approved Site Plan. However, bonding shall be otherwise required in the event public improvements are not constructed in advance and/or if said public improvements are not completed, pursuant to Paragraph 17(f) herein. In the event that bonding is utilized, the DEVELOPER shall provide the CITY with certified as built for all bonded improvement portions which are completed and said as built shall be provided prior to Certificates of Occupancy being issued.
- b.) With respect to Subdivision Approval, DEVELOPER shall bond the unbuilt improvements for any remaining portions of public (non-private) improvements which are not completed for construction for all public

improvements and dedicated roads within the project. The DEVELOPER shall further bond any unbuilt improvements for remaining portions of private roadways which are partially built and not completed following any granted Subdivision Approval. In the event that bonding is utilized, the DEVELOPER shall provide the CITY with certified as built for all bonded improvement portions which are completed and said as built shall be provided prior to Certificates of Occupancy being issued.

- c.) Performance Bonds shall not be required where DEVELOPER is already required to post a Performance Bond by an agency with primary jurisdiction over such improvement as part of that agency's permit/approval authority. For purposes of this paragraph, all work shall be subject to inspection by the City and/or Town both during and upon completion. For the purposes of this subparagraph, and based upon the administrative record detailing the infrastructure and development improvements to be undertaken by the DEVELOPER, including special conditions peculiar to the site plan and in accordance with Section 405-30 of the Zoning Law of the City of Kingston as memorialized by vote of the City of Kingston Planning Board, the CITY has granted a waiver of its Code requirements that all private infrastructure improvements be bonded.
- d.) In the event that private improvements are administratively determined to be unsafe and/or are not completed for the portion of the work being undertaken under an issued Building Permit by the CITY or TOWN then Certificates of Occupancy may be withheld by the CITY or the TOWN until the private improvements are constructed in accordance with the standards set forth upon the Approved Final Site Development Plan and/or any Final Subdivision Plat. The private improvements shall be capable of being sequenced with the issuance of Building Permits and Certificates of Occupancy for portions of site work as determined by the DEVELOPER in conjunction with the CITY and the TOWN. However, the building of roadways shall be limited to that which is reasonably necessary to the DEVELOPER for a one (1) year period. In the event roadways are partially constructed and/or not completed pursuant to CITY and/or TOWN specifications, said areas shall be grass seeded by the DEVELOPER so that they are no longer exposed as unfinished.
- e.) The requirements set forth above shall not affect the right of the DEVELOPER to obtain Temporary Certificates of Occupancy from the CITY and/or the TOWN, provided that said private improvements are not deemed unsafe by administrative determination of the CITY and/or the TOWN.
- f.) If the DEVELOPER elects not to construct public improvements in advance, then pursuant to Section 277(9) of the Town Law of New York State and Section 33 of the General City Law of New York State, the CITY Zoning Law requires that public improvements which are the responsibility of the DEVELOPER be secured by the posting of a Performance Bond and/or Performance Bonds (hereinafter "Performance Bonds"). The procedure for the bonding process shall be further in accordance with the provisions of the City

of Kingston Code and Town of Ulster Code regarding performance bonds and as set forth herein. The DEVELOPER and the CITY and TOWN agree that the Performance Bonds shall not exceed the finished costs to the CITY and/or TOWN as the case may be of the public improvements remaining to be completed at the time Certificates of Occupancy are applied for. All public infrastructure improvements shall be subject to inspection by the CITY and/or TOWN both during, and upon completion, of construction. Upon completion of construction, the acceptance of all infrastructure shall be forwarded by an Offer of Cession Agreement and the same shall be further owned by or otherwise subject to approval by the CITY and TOWN.

- g.) DEVELOPER shall be entitled to a reduction if the Performance Bonds and/or a release of the Performance Bonds upon satisfactory completion of the whole or any portion thereof at the public improvement work pursuant to Section 277(9) of the Town Law of New York State Section 33 of the General City Law of New York State and in accordance with all applicable terms, conditions and covenants set forth within a certain Infrastructure Improvement Agreement which is to be entered into by the CITY, the TOWN and the DEVELOPER prior to the performance of the public improvement work.

18. Cooperation:

- a.) CITY and TOWN and DEVELOPER agree to cooperate and work together to implement the Improvements and in doing so, have provided for mutual cooperation in effecting reasonable tolling in the stated timelines for all Project Approvals and such reasonable extensions of time for DEVELOPER to perform under this Agreement, the TNDOD Overlay District Regulations and/or other regulatory authority as may be required by the DEVELOPER in the event of delays which are occasioned by litigation, administrative proceedings, permit issuance requirements, labor shortages, financing problems, poor market conditions, conflicting regulatory authority, weather events and/or other incidents beyond DEVELOPER'S reasonable control.
- b.) Such cooperation shall include timely and thorough submission of design plans and other plans and/or documents from DEVELOPER to CITY and TOWN, the CITY'S and TOWN'S reasonably prompt review of those plans and/or documents so they can be approved and executed in a reasonable time. CITY and TOWN further agree that it will execute with reasonable promptness applications and/or other documents that may be required by other agencies who are primarily responsible for permitting the improvements including, but not limited to, the DEC, DOT and Ulster County Department of Health.
- c.) Such cooperation shall also include the submission of plans by the DEVELOPER which are complete, accurate and compliant with the requirements of the FGEIS, SEQRA Findings Statement, this agreement, all applicable zoning and land use regulations, and any other applicable governmental laws, regulations or rules. The DEVELOPER shall also continue to pay promptly all fees and charges due in connection with review processes

as well as all assessments for reasonable escrow deposits requested by either the CITY or the TOWN in connection with the performance of reviews. In the event that further SEQRA review is required for the Project in the future, the DEVELOPER shall be credited with all review fees and escrow fees paid to date and said review fees and escrow deposit fees shall be cumulatively capped pursuant to the SEQRA Regulations promulgated at 6 NYCRR Part 617.13(b) and the DEVELOPER shall be provided with a copy of the Balance Statement and an accounting of all funds expended from escrow upon request. Notwithstanding the foregoing, said cap shall not be utilized to offset, abrogate or eliminate any Site Development Plan and Subdivision escrow review fees for CITY and TOWN consultants in the future.

19. Funding:

The CITY and TOWN acknowledge and agree that any Improvements constructed on site or off site in connection with the Hudson Landing project will not only facilitate the Project but will extend substantial benefits to City and town residents not residing in the Project. CITY and TOWN and DEVELOPER therefore agree to cooperate and work together to identify and pursue grant opportunities to help offset the costs of said improvements. This shall not commit the CITY and/or the TOWN to fund any matching grants. The CITY and TOWN shall also, in good faith, consider mechanisms to finance said Improvements by way of low interest loans, bond issuance, district cost sharing and/or other potentially applicable financing mechanisms.

20. Compliance Required:

Nothing in this agreement shall be construed as to contractually relieving DEVELOPER of the obligation to comply with the requirements the TNDOD as set forth within the City Zoning Code and as set forth within the Town Zoning Code or with the requirements of the FGEIS, the SEQRA Findings Statement or the Regulating Design Manual as set forth within this Agreement.

21. Phasing Flexibility:

As stated, the project phasing, conditions and thresholds outlined herein is generic, as specified in the FGEIS. In response to market conditions or unforeseen circumstances, DEVELOPER may request adjustments to the Project Phasing, Conditions and Thresholds and the sequence and implementation of associated mitigation measures, improvements and payments set forth in this Agreement. The City Planning Board and/or Town Planning Board shall review the requested adjustments to Phasing, Conditions and/or Thresholds pursuant to the applicable provisions of 6 NYCRR Part 617.10(d) and grant such request, provided the adjustment would not result in a significant adverse environmental impact which cannot be mitigated or pose a threat to the public health safety or welfare of Project residents.

22. Regulating Design Manual:

- a.) The DEVELOPER and the CITY and the TOWN acknowledge that many of the mitigation measures for this project are reflected in the content of the Regulating Design Manual which was written for this project, approved by the CITY and TOWN, and adopted as part of the Traditional Neighborhood Development Overlay Districts (TNDOD) in the CITY and the TOWN. The Regulating Design Manual is the major tool in the TNDOD to ensure realization of the plan for the site which was developed during SEQRA process. In addition to the terms set forth in this Agreement, the DEVELOPER and the CITY and the TOWN also agree that the applicable provisions of the Regulating Design Manual shall be applied to each phase of the Project as part of the site plan review and approval of each phase and any related recommendations of the Hudson Landing Design Committee shall be considered for each phase of the Project as part of the site plan review and approval of each phase.
- b.) The DEVELOPER previously obtained an initial site plan approval for the phasing of project site work which has resulted in the grading of roadways, blasting, clearing and associated work in accordance with the TNDOD Overlay District Regulations aforesaid and in acquiring vested rights to complete project improvements. As a result, the extension of various stated time periods, as set forth within the TNDOD or other regulatory authority, is hereby ratified.
- c.) The DEVELOPER and the CITY and the TOWN shall implement a Housing Plan as part of the TNDOD and pursuant to the FGEIS.

23. Thresholds for Supplemental EIS

Repeatedly throughout the Findings Statement it is noted that changes in the project plan, changes in conditions or changes in threshold impacts identified in the site specific and/or cumulative impact reviews of individual phases of the plan, may trigger the need for supplemental environmental Findings under SEQRA [6 NYCRR Part 617.10]. The parties agree that the facts presented and the applicable SEQRA regulations shall control in the determination as to whether a Negative Declaration of Environmental Significance or a Supplemental Environmental Impact Statement is required and that no term of this Agreement shall be construed as limiting such determination.

24. Ratification

In support of this Development Agreement, the CITY and the TOWN hereby ratify the FGEIS and the Findings Statement as previously issued by the City of Kingston Planning Board as Lead Agency under SEQRA. In reaching this determination, the CITY finds that there have been no further changes proposed to the project by the adoption of this Development Agreement that relate to new significant environmental impacts not previously considered. No subsequent

changes are anticipated to occur with respect to the circumstances under which the project will be undertaken, and no information has become, or is anticipated to become, available that will relate to significant effects not previously discussed, nor will any significant effect previously analyzed in the FGEIS become more severe, nor will mitigation measures or alternatives not found to be feasible or not previously considered have any significant adverse effect. Pursuant to 6 NYCRR Part 617 et. seq., the CITY and the TOWN further find no significant adverse environmental impacts associated with this Agreement and its attendant Negative Declaration of Environmental Significance.

25. Assignment/Subordination

- a.) Developer shall have the right to sell, assign, pledge, hypothecate or transfer this Agreement, in whole or in part, together with all rights, title and interests therein, to any person, firm, partnership, corporation, company or other entity at any time during the term of this Agreement. Express written assumption by such purchaser, assignee or transferee of the obligations and other terms and conditions of this Agreement with respect to the Property or such portion thereof sold, assigned or transferred shall relieve the DEVELOPER of such obligations so expressly assumed and this Agreement shall not be required to be Amended in the event of said sale, assignment, pledge, hypothecation or transfer which in conformance with this paragraph.
- b.) This Agreement and all associated easements, covenants, restrictions and equitable servitudes which may arise herefrom shall be subordinate to any and all recorded mortgages and related financing instruments which may presently be placed of record upon the premises comprising the Project and/or all Project improvements, in the future.

26. Changes to Laws/Regulations

As the Project has undergone coordinated SEQRA review, culminating in the issuance of an FGEIS and a related Findings Statement, only the following changes to existing land use laws and regulations shall apply to the Project.

- a.) Land use regulations, laws and procedures adopted or undertaken by CITY and/or TOWN in order to comply with local, state or federal laws, plans or regulations [including but not limited to SEQRA], provided that in the event that such local, state or federal laws, plans or regulations prevent or preclude compliance with one or more provisions of this Agreement, such provision or provisions shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations.
- b.) CITY and/or TOWN land use regulations, laws and procedures which are in conflict with this Agreement, but the application of which to the development of the Project have been consented to in writing by DEVELOPER, the CITY and the TOWN.

- c.) Nothing within this paragraph shall relieve the DEVELOPER from being required to secure any and all Federal, State and Local permits, approvals and/or authorizations as may be applicable to the Project and required at law.

27. No New Fees

Except as set forth within this Agreement, the DEVELOPER shall have no obligation to participate in, pay, contribute or otherwise provide as a condition, exaction or performance or any subsequent approval by the CITY and/or the TOWN any new development fees, hook-up fees and/or recreation fees or fees of any kind (excepting Site Development Plan and Subdivision escrow review fees for CITY and TOWN consultants as set forth within Paragraph 18(c) herein and excepting for recreation fees in the event that the provisions of Paragraph 12 of this Agreement are not complied with by the DEVELOPER) which may be imposed by said CITY and/or TOWN after the date of this Agreement. DEVELOPER shall pay the same usage fees for water and sewer use at the statutory rate charged by the CITY and the TOWN pursuant to the CITY Code and the TOWN Code.

28. Interim Utilities

Without regard to the particular phasing of the Project, the DEVELOPER shall be permitted to provide for and install all utilities, including but not limited to water, sewer, electric, cable, television, fiber optics and associated utility appurtenances, for the entire development or portions thereof, owing to practical development methodology, financing of infrastructure improvements and/or other considerations of the DEVELOPER. The CITY and TOWN shall endeavor to assist the DEVELOPER by making said utility provisions part of the usual and customary extension of principal utilities, provided the CITY and TOWN incur no cost therefor.

29. Inapplicability of Subsequent Legislation

Should a law, regulation, resolution or other measure be enacted, whether by action of the CITY or TOWN, which relates to the rate, timing or sequencing of the development of construction of the Property, including, but not limited to development moratoria, to the extent any such measure is inconsistent with the spirit, intent or letter of the phasing requirements for development already set forth for the Project and/or Property, the CITY and the TOWN agree that such law, regulation, resolution or other measure shall not apply to the Project and/or Property or any development thereof, or construction related thereto or construction of improvements necessary therefor.

30. Default

- a.) In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach of any terms or conditions of this Agreement shall give the other party not less than thirty (30) days,

notice in writing specifying the nature of the alleged default and the manner in which said default may be cured. During any such thirty (30) day period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings.

After notice and expiration of the thirty (30) day period, if such default has not been cured or attempts at curing are not being diligently pursued, the other party to this Agreement may, at its option, elect to commence legal proceedings and/or enforcement proceedings. Nothing within this paragraph shall act as a bar to the institution of administrative proceedings, nor the administrative remedies afforded under Local, State and/or Federal law.

- b.) No default hereunder in performance of a covenant or obligation with respect to a particular portion of the Project and/or Property shall constitute a default applicable to any other portion of the Project and/or Property, and any remedy arising by reason of such default shall be applicable solely to the portion of project and/or property where the default has occurred.
- c.) In the event the CITY or the TOWN do not accept, review, approve or issue necessary development permits or entitlements for use in a timely fashion and following lawful performance by the DEVELOPER of all requirements hereunder, or as otherwise agreed to in writing by the parties, or the CITY or the TOWN otherwise default under the terms of this Agreement, DEVELOPER shall not be obliged to proceed with or complete the project or any phase thereof, nor shall resulting delays in DEVELOPER performance constitute grounds for termination or cancellation of this Agreement.

31. Termination

This Agreement shall terminate when the Project and Property have been developed in accordance with all applicable Federal, State and Local Approvals and all of the parties obligations in connection therewith and hereunder have been performed. Upon said completion and performance, the parties agree to execute a Notice of Termination of Agreement, which Notice shall be filed with the City Clerk of the City of Kingston and the Town Clerk of the Town of Ulster immediately following the full execution thereof.

32. Private Undertaking

It is acknowledged by the parties that the Hudson Landing Project is a private development and that the CITY and the TOWN have no interest therein, as a public works project or otherwise, except as authorized at law and in exercise of their governmental functions as articulated within this Agreement. The CITY, TOWN and the DEVELOPER agree to work together upon participatory grant applications, funding sources and other opportunities to provide for Project enhancements, such as the Promenade improvements, as currently planned.

33. Rights to Development

The DEVELOPER has heretofore performed grading of roadways, blasting, clearing and associated work which confirms the vested single integrated project improvements for all phases of development going forward. During the term of this Agreement and in developing the Project consistently as described herein, DEVELOPER is assured and the CITY and TOWN agree, that the development rights, obligations, terms, conditions and stays in performance timelines as specified in this Agreement are fully vested in the DEVELOPER and may not be changed or modified except as may be expressly permitted by, and in accordance with, the terms and conditions of this Agreement.

34. Off Site Improvements

Notwithstanding any other provision of this Agreement, any and all off site improvements which are to be undertaken by the DEVELOPER shall only be required to be undertaken by the DEVELOPER based upon actual measured conditions which demonstrate and confirm an exceedance of the baseline figures as are set forth within this Agreement.

35. Water/Sewer Connection Fees

Based upon the review of the Project, the participation of the City of Kingston Water Board and the City of Kingston Fire Department and the Town of Ulster Water Department and the DEVELOPER'S commitment to the improvement of water and sewer infrastructure [including but not limited to the extending of waterlines, pump station improvements and force main installation off site and at the DEVELOPER'S expense], associated development concessions, mitigation measures, economic revenue enhancements and other positive attributes of the Project [collectively "Benefits"], as articulated of Record and within this Agreement, the CITY finds that pursuant to Sections 338-24 and 395-51 of the City Code and the TOWN finds that in accordance with Sections 84-5 of the Town Code, the Benefits of the Project result in the waiver and/or non-applicability of the payment of all water and sewer hook-up (entry) fees for the Project. Nothing within this paragraph shall be construed as eliminating the requisite CITY and TOWN charges for inspection (tap) fees and water and sewer usage charges, exclusive of hook-up fees upon and, following the phased hook-up of various Project improvements to the water and sewer systems of the CITY and the TOWN. In the event that the DEVELOPER performs the work necessary to tap and connect to the CITY and/or TOWN water and sewer infrastructure under the supervision of the CITY and TOWN and upon submittal of "As Built" maps/plans, and as may otherwise be required at law, the DEVELOPER shall not be charged any inspection (tap) fees for said work by the CITY and/or the TOWN.

36. Interpretation

- a.) The intention of this Agreement is to create a contract between the parties to facilitate the implementation of the conditions set forth in the SEQRA

Findings Statement for this project. This agreement is intended to function as part of the implementation of the FGEIS and Findings Statement for the purpose of ensuring, proper performance of the conditions and mitigation measures set forth therein. It is not the purpose of this Agreement to substitute for either the FGEIS or Findings Statement and no provision of this Agreement shall be interpreted as changing the substance of any condition, mitigation measure or requirement of either the FGEIS or Findings Statement. In the event that there is a conflict between terms of this agreement and provisions of either the FGEIS or the Findings Statement, the meaning of the terms in the FGEIS or Findings Statement shall prevail. The FGEIS and Findings Statement for Hudson Landing are both incorporated by reference herein as if fully set forth at length.

- b.) All parties to this Agreement and their counsel have reviewed and revised this Agreement and any rule of construction to the effect that ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement.

37. Amendment of Agreement

This Agreement may be amended upon the mutual consent of the parties hereto and said amendment shall be made only in writing duly executed by all parties as may be required at law to so execute in order to effect said Amendment.

38. Authorization to Sign

Each signatory hereto represents and warrants that he/she is fully authorized by the party whom he/she represents to execute this Agreement on behalf of that party and to bind that party. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, heirs and assigns.

39. Binding on Successors

The terms of this Agreement shall apply to and bind the successors and/or assignees of the parties.

40. Headings

The headings used in this Agreement are for convenience only and shall not be deemed to define, limit or construe the substantive provisions of this Agreement.

41. Non-Waiver

The failure of the CITY or the TOWN to insist upon the strict performance of the DEVELOPER of any term of this Agreement will not be deemed to be a waiver of any rights or remedies that the CITY and TOWN may have and will not be deemed to constitute a waiver of any default by the DEVELOPER.

42. **Severability**

If any part of this Agreement is deemed by a court of competent jurisdiction to be illegal or invalid, then only that part shall be void and have no effect. All other parts of this Agreement shall remain in full force and effect.

43. **No Recording**

This Agreement shall not be recorded by any of the parties hereto except by separate written Agreement in recordable form and signed by all of the parties.

44. **Governing Law & Venue**

The terms of this Agreement and the rights and liabilities of the parties shall be governed by the laws of the State of New York. The parties agree that any litigation arising between them in connection with this agreement shall be venued in New York State Supreme Court for the County of Ulster.

Kingston Landing Development, LLC

By: 
THOMAS PERNA, Member

City of Kingston Water Board

By: 
JUDITH HANSEN, Superintendent

City of Kingston

By: 
SHAYNE GALLO, Mayor

City of Kingston Planning Board

By: 
WAYNE PLATTE, JR., Chairman

Town of Ulster

By:  deputy
JAMES E. QUIGLEY, III, Supervisor
 ERIC J. KIPF

Town of Ulster Planning Board

By: 
ALAN F. DEFOREST, Chairman

ACKNOWLEDGMENT

STATE OF NEW YORK)
COUNTY OF ULSTER) ss.:

On the 4TH day of MARCH, 2014 before me, the undersigned, personally appeared THOMAS PERNA, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

MICHAEL MORIELLO
Notary Public, State of New York
Resident In And For Ulster County
Commission Expires Dec. 28, 2014

STATE OF NEW YORK)
COUNTY OF ULSTER) ss.:

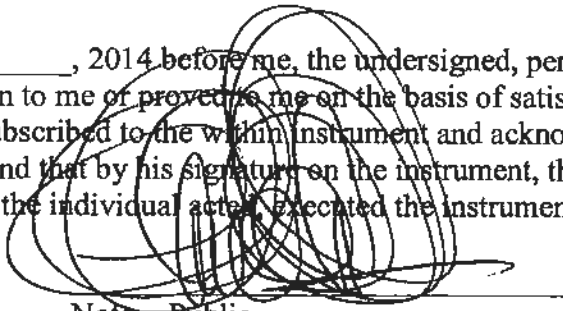
On the 12TH day of FEBRUARY, 2014 before me, the undersigned, personally appeared JUDITH HANSEN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

MICHAEL MORIELLO
Notary Public, State of New York
Resident In And For Ulster County
Commission Expires Dec. 28, 2014

STATE OF NEW YORK)
COUNTY OF ULSTER) ss.:

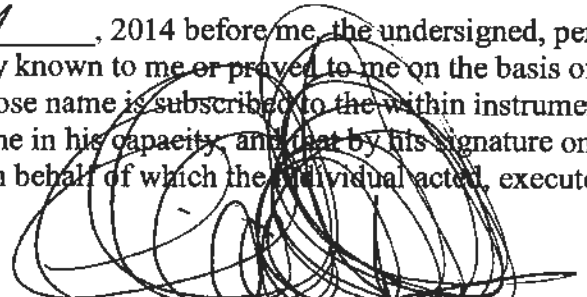
On the 5TH day of MARCH, 2014 before me, the undersigned, personally appeared SHAYNE GALLO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

MICHAEL MORIELLO
Notary Public, State of New York
Resident In And For Ulster County
Commission Expires Dec. 28, 2014

STATE OF NEW YORK)
COUNTY OF ULSTER) ss.:

On the 10TH day of FEBRUARY, 2014 before me, the undersigned, personally appeared WAYNE PLATTE, JR., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

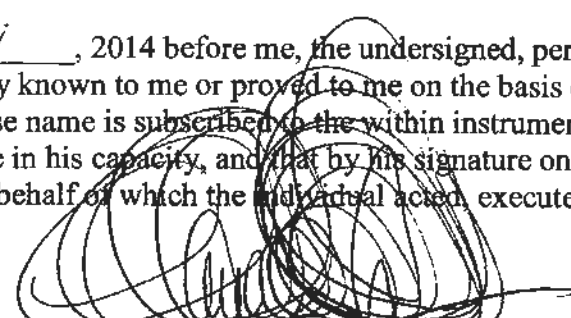

Notary Public

MICHAEL MORIELLO
Notary Public, State of New York
Resident In And For Ulster County
Commission Expires Dec. 28, 192014

STATE OF NEW YORK)
COUNTY OF ULSTER) ss.:

* ERIC J KITCHEN
(M)

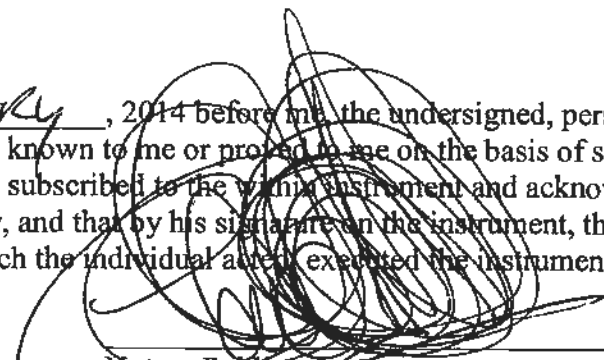
On the 20TH day of FEBRUARY, 2014 before me, the undersigned, personally appeared ~~JAMES E. QUIGLEY, III~~, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

MICHAEL MORIELLO
Notary Public, State of New York
Resident In And For Ulster County
Commission Expires Dec. 28, 192014

STATE OF NEW YORK)
COUNTY OF ULSTER) ss.:

On the 18TH day of FEBRUARY, 2014 before me, the undersigned, personally appeared ALAN F. DEFOREST, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

MICHAEL MORIELLO
Notary Public, State of New York
Resident In And For Ulster County
Commission Expires Dec. 28, 192014

Filed within the Offices of the Clerk of the City of Kingston this 5th day of
March, 2014.


Carly Williams, City Clerk

Filed within the Offices of the Town Clerk of the Town of Ulster this 5th day of
March, 2014.


Jason, P. Cosenza, Town Clerk

Ulster County
Nina Postupack
County Clerk
Kingston, NY 12401

Scitowick "A"
05-18567



60 2006 00006505

Instrument Number: 2006- 00006505

As

Recorded On: March 09, 2006

D12 - Correction Deed

Parties: TILCON INC

To

KINGSTON LANDING DEVELOPMENT LLC

Billable Pages: 30

Recorded By: EQUITABLE

Num Of Pages: 30

Comment: ULSTER COUNTY

** Examined and Charged as Follows: **

D12 - Correction Deed	115 50	RP5217 - 165	165 00	Tax Affidavit TP 584	5 00
Recording Charge:	285.50				
	Amount	Consideration Amount	RS#/CS#		
Tax-Transfer	0 00	0.00	4594	Basic	0 00
				Additional	0 00
				Special Additional	0 00
				Transfer	0 00
Tax Charge:	0.00				

** THIS PAGE IS PART OF THE INSTRUMENT **

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Ulster County,

File Information:

Document Number: 2006- 00006505
Receipt Number: 393640
Recorded Date/Time: March 09, 2006 11:28:11A
Book-Vol/Pg: Bk-D VI-4228 Pg-186
Cashier / Station: b bhan / Beth Cash

Record and Return To:

MEYERS&ASSOCIATES
224 W 30TH ST
NEW YORK NY 10001



Nina Postupack

Nina Postupack Ulster County Clerk

Ulster County
Albert Spada
County Clerk
Kingston, NY 12401

"ORIGINAL"
DOCUMENT FOR SAFE



60 2005 00018567

Instrument Number: 2005- 00018567

As

D01 - Deed

Recorded On: July 15, 2005

Parties: TILCON INC

To

KINGSTON LANDING DEVELOPMENT LLC

Billable Pages: 29

Recorded By: EQUITABLE ABSTRACT

Num Of Pages: 29

Comment: ULSTER COUNTY

**** Examined and Charged as Follows: ****

D01 - Deed	112.00	RP5217 - 185	185 00	Tax Affidavit TP 584	5 00
Recording Charge:	282.00				
	Amount	Consideration Amount	RS#/CS#		
Tax-Transfer	25,000 00	6,250,000 00	7221	Basic	0 00
				Additional	0.00
				Special Additional	0 00
				Transfer	25,000 00
Tax Charge:	25,000.00				

The attached Deed, as recorded under Instrument #2005-00018567, on 7-15-05 is being re-submitted for recording to correct the tax designations to remove tax designation Section 48.8, Block 1, Lot 27, which was inadvertently included in the deed. The legal descriptions are not changed.

**** THIS PAGE IS PART OF THE INSTRUMENT ****

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Ulster County,

File Information:

Document Number: 2005- 00018567

Receipt Number: 308629

Recorded Date/Time: July 15, 2005 02:34P

Book-Vol/Pg: Bk-D VI-4109 Pg-1

Cashier / Station: s smar / Cashier Workstation 6

Record and Return To:

MYERS&ASSOCIATES

224 W 30TH ST

NEW YORK NY 10001

CHECKED DLENTERED BIT

MARK/OFF

J Equitable (mtr)



Albert Spada

ALBERT SPADA, ULSTER COUNTY CLERK

"ORIGINAL"
DOCUMENT FOR SAFE

This Deed made this 29th day of June 2005 between

TILCON INC., a Delaware corporation, formerly known as Tilcon Minerals, Inc., successor in interest to Tilcon-Warren Minerals, Inc., having an address at Black Rock Avenue, New Britain, Connecticut 06050, grantor, and

KINGSTON LANDING DEVELOPMENT, LLC, a New York limited liability company, having an address at One Executive Boulevard, Yonkers, New York 10701, grantee,

WITNESSETH, that the grantor, in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration paid by the grantee, does hereby grant and release unto the grantee, the heirs or successors and assigns of the grantee forever,

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Kingston and Town of Ulster, State of New York, being more particularly described in Exhibit "A" attached hereto and made a part hereof,

TOGETHER, with the rights, title and interest of the grantor, if any, in and to any streets and roads abutting the above-described premises to the center line thereof.

TOGETHER, with the appurtenances and all the estate and rights of the grantor in and to said premises,

SUBJECT TO the Restrictive Covenant Agreement of even date herewith by and among grantee, grantor, Tilcon New York Inc. and Callanan Industry, Inc, recorded on June 15, 2005 in the Ulster County Clerk's Office in Liber 05, Page 18518. ~~to be recorded simultaneously herewith.~~

SUBJECT TO the Easement Agreement of even date herewith by and among grantee, grantor, Tilcon New York Inc. and Callanan Industry, Inc, recorded on June 15, 2005 in the Ulster County Clerk's Office in Liber 05, Page 18518. ~~to be recorded simultaneously herewith.~~

SUBJECT TO the following restrictive covenants: the above described premises or any part thereof may not be used for mining stone, aggregate or other construction related materials, producing asphalt, ready mix concrete, precast concrete, prestressed concrete, or any related products and materials. It is expressly understood that this restrictive covenant shall attach to and run with the land,

Grantee acknowledges that Grantor, its affiliates, subsidiaries, successors and assigns, operate an aggregate mining, processing and manufacturing facility and asphalt manufacturing plant (collectively, the "Facility") located on the land adjacent to the above-described premises (the "Adjacent Property") and warrants that it will not, directly or indirectly, oppose its continued operation or take any action or omission which would hinder its continued operation. The restriction covenants set forth herein shall at all times be deemed to be and shall be a continuing restrictive covenants running with the land for the benefit the Grantor and its affiliates, subsidiaries, successors and assigns, and shall enure to and be binding upon the successors and assigns of the Grantor.

TO HAVE AND TO HOLD the premises herein granted unto the grantee, the heirs or successors and assigns of the grantee forever.

AND the grantor covenants that the grantor has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

This conveyance does not constitute a sale of all or substantially all of the assets of the grantor.

This Deed is subject to the trust fund provisions of section thirteen of the lien law. The words "grantor" and "grantee" shall be construed to read in the plural whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the grantor has executed this deed the day and year first above written. In presence of:

TILCON INC.

By:

John Cooney, Jr., Authorized Agent

CHECKED OC
ENTERED SM
MARK/OFF _____

✓ Equitable Abstracts (mcr)

State of New York)
County of Rockland) ss.:

On the 29th day of June, in the year 2005, before me, the undersigned, personally appeared John Cooney, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Linda Baker
Notary Public

LINDA-LOPEZ BAKER
Notary Public, State of New York
No. 4962069
Qualified in Westchester County
Term Expires 2-12-06

R & R:

Joseph Meyers, Esq.
Meyers & Associates
224 W. 30th St.
New York, N.Y. 10001

EA-263
EQUITABLE ABSTRACT CO. INC.
2 SOUTH DIVISION STREET
PEEKSKILL, NEW YORK 10568
(914) 788-9401

TILCON, INC., GRANTOR
TO
KINGSTON LANDING DEVELOPMENT, LLC, GRANTEE

TAX MAP IDENTIFIERS	TAX CLASSIFICATION
Section 48.12, Block 1, Lot 2	330
Section 48.8, Block 1, Lot 12	330
Section 48.8, Block 1, Lot 11	330
Section 48.8, Block 1, Lot 13	330
Section 48.8, Block 1, Lot 14	330
Section 48.8, Block 1, Lot 2	330
Section 48.8, Block 1, Lot 4	330
Section 48.16, Block 1, Lot 1	330
Section 48.16, Block 1, Lot 2.2 <i>8</i>	330
Section 48.12, Block 1, Lot 20	330
Section 48.20, Block 1, Lot 1	330
Section 48.20, Block 1, Lot 2	330
Section 48.20, Block 1, Lot 3	330
Section 48.16, Block 5, Lot 1	311
Section 48.16, Block 5, Lot 6	330
Section 48.16, Block 5, Lot 7	330
Section 48.16, Block 6, Lot 1.1	330
Section 48.16, Block 6, Lot 3 <i>70</i>	340
Section 48.16, Block 6, Lot 4	340
Section 48.16, Block 6, Lot 5	340
Section 48.84, Block 1, Lot 1	330
Section 48.16, Block 3, Lot 6.1	330
Section 48.16, Block 3, Lot 6.2	312
Section 48.16, Block 3, Lot 7	330
Section 48.16, Block 3, Lot 8	330
Section 48.16, Block 3, Lot 9 <i>70</i>	330
Section 48.16, Block 3, Lot 10	330
Section 48.16, Block 3, Lot 11	330
Section 48.16, Block 3, Lot 12 <i>70</i>	330
Section 48.8 Block 1 Lot 27	330

EA-1263
EQUITABLE ABSTRACT CO. INC.
2 SOUTH DIVISION STREET
PEEKSKILL, NEW YORK 10568
(914) 788-9401

EXHIBIT A

DESCRIPTION OF LANDS OF
KINGSTON LANDING DEVELOPMENT LLC
CITY OF KINGSTON - TOWN OF ULSTER
ULSTER COUNTY, NEW YORK
507.923 ACRES

Beginning at a recovered concrete highway monument on the Easterly side of City of Kingston North-South Arterial - Frank Koenig Boulevard, said point also being the Northwestern corner of lands of Thomas J. Gallagher, Liber 2846 Page 321, and running:

- 1) thence from said point of beginning along the Easterly side of City of Kingston North-South Arterial - Frank Koenig Boulevard the following courses and distances: North $0^{\circ} 31' 19''$ East, 154.86 feet to a recovered concrete highway monument at the end of a stone wall;
- 2) thence generally along said stone wall and portions of a wire fence North $4^{\circ} 32' 09''$ East, 1538.21 feet to a recovered concrete highway monument;
- 3) thence along the Easterly side of N.Y.S. Rte 32 the following courses and distances: North $32^{\circ} 31' 54''$ East, 94.05 feet to a recovered concrete highway monument;
- 4) thence North $32^{\circ} 28' 54''$ East, 348.17 feet to a recovered concrete highway monument;
- 5) thence North $18^{\circ} 16' 44''$ East, 123.29 feet to a recovered concrete highway monument;
- 6) thence North $26^{\circ} 07' 06''$ East, 324.42 feet to a recovered concrete highway monument;
- 7) thence North $20^{\circ} 57' 34''$ East, 181.79 feet to a point;
- 8) thence North $34^{\circ} 37' 09''$ East, 176.69 feet to a point;
- 9) thence North $85^{\circ} 13' 08''$ West, 35.87 feet to a point;

Description of lands of Kingston Landing Development LLC
City of Kingston and Town of Ulster,
Ulster County, New York 507.923 ACRES

Page 2 of 10

- 10) thence North 22° 24' 00" East, 512.06 feet to a point;
- 11) thence Northeasterly on a curve to the right having a radius of 11519.16 feet, 1158.94 feet to a point;
- 12) thence along lands to be retained by Tilcon Minerals, Inc. (a 0.517 acre parcel) South 69° 54' 18" East, 241.24 feet to a recovered bar;
- 13) thence along the Southerly and Easterly line of other lands to be retained by Tilcon Minerals, Inc., Liber 1937 Page 195, the following courses and distances: South 69° 54' 18" East, 526.51 feet to a point;
- 14) thence South 4° 06' 49" West, 146.75 feet to a point;
- 15) thence South 12° 34' 29" East, 68.75 feet to a point;
- 16) thence South 4° 13' 43" West, 37.69 feet to a point;
- 17) thence South 26° 16' 35" East, 82.28 feet to a point;
- 18) thence South 55° 18' 57" East, 60.27 feet to a point;
- 19) thence South 35° 05' 12" East, 109.57 feet to a point;
- 20) thence South 20° 05' 34" East, 179.29 feet to a point;
- 21) thence North 83° 49' 43" East, 69.24 feet to a point;
- 22) thence South 39° 34' 05" East, 550.53 feet to a point on the Easterly side of First Avenue;
- 23) thence along the Easterly side of First Avenue the following courses and distances: North 34° 05' 58" East, 178.00 feet to a point;
- 24) thence North 26° 26' 02" East, 280.39 feet to a point;
- 25) thence North 41° 48' 49" East, 302.52 feet to a point;

Description of lands of Kingston Landing Development LLC
City of Kingston and Town of Ulster,
Ulster County, New York 507.923 ACRES

Page 3 of 10

- 26) thence North 44° 51' 32" East, 578.23 feet to a point;
- 27) thence North 37° 35' 55" East, 217.69 feet to a point;
- 28) thence North 23° 18' 26" East, 152.67 feet to a point;
- 29) thence North 9° 57' 12" East, 128.34 feet to a point;
- 30) thence North 1° 19' 55" West, 22.78 feet to a point on the Southerly side of North Front Street;
- 31) thence along the Southerly side of North Front Street South 80° 22' 30" East, 283.85 feet to a point;
- 32) thence along the Southerly line of lands of Erma Sangaline, Liber 663 Page 525, the Southerly side of Green Street and the Southerly line of lands of John Iconetti, Liber 1424 Page 1129, South 87° 19' 55" East, 323.69 feet to a point;
- 33) thence continuing along the Southerly line of lands of Iconetti, lands of Fred P. Perry, Jr., Liber 2207 Page 0063, the Southerly end of Spring Street and the Southerly line of lands of Arthur Jackson, Liber 744 Page 234, the following courses and distances: North 67° 33' 05" East, 151.45 feet to a point;
- 34) thence North 83° 21' 00" East, 66.20 feet to a point;
- 35) thence North 9° 55' 40" West, 7.70 feet to a point;
- 36) thence North 69° 57' 20" East, 314.90 feet to a point on the Westerly side of Streeter Street;
- 37) thence along the Westerly side of Streeter Street the following courses and distances: South 29° 01' 40" East, 159.21 feet to a point;
- 38) thence South 10° 51' 40" East, 75.80 feet to a point;

Description of lands of Kingston Landing Development LLC
City of Kingston and Town of Ulster,
Ulster County, New York 507.923 ACRES

Page 4 of 10

- 39) thence crossing Streeter Street North $83^{\circ} 04' 20''$ East, 539.77 feet to a point on the Westerly line of lands of David Plotkin Liber 2030 Page 112;
- 40) thence along the Westerly line of lands of Plotkin the following courses and distances: South $16^{\circ} 34' 20''$ West, 197.66 feet to a point;
- 41) thence South $77^{\circ} 34' 20''$ West, 33.66 feet to a point;
- 42) thence South $13^{\circ} 34' 20''$ West, 229.66 feet to a point;
- 43) thence through the Hudson River and along the Northerly and Easterly line of a Water Grant to Alva S. Staples the following courses and distances: North $87^{\circ} 25' 20''$ East, 21.78 feet to a point;
- 44) thence South $80^{\circ} 00' 00''$ East, 365.00 feet to a point;
- 45) thence South $19^{\circ} 49' 00''$ West, 260.49 feet to a point at the Northeasterly corner of lands to be retained by Tilcon Minerals, Inc.;
- 46) thence along the Northerly line of lands to be retained by Tilcon Minerals, Inc. and along the approximate Corporation boundary between the Town of Ulster and the City of Kingston, South $66^{\circ} 21' 30''$ West, 823.69 feet to a point on the easterly side of North Street;
- 47) thence generally along the Easterly side of North Street the following courses and distances: South $7^{\circ} 32' 55''$ West, 119.66 feet to a point;
- 48) thence South $15^{\circ} 09' 23''$ West, 106.57 feet to a point;
- 49) thence leaving North Street and continuing along the Westerly line of lands to be retained by Tilcon Minerals, Inc. the following courses and distances: South $16^{\circ} 07' 19''$ East, 70.72 feet to a point;
- 50) thence DUE SOUTH 461.36 feet to a point;

Description of lands of Kingston Landing Development LLC
City of Kingston and Town of Ulster,
Ulster County, New York 507.923 ACRES

Page 5 of 10

51) thence continuing along the Southerly line of lands to be retained by Tilcon Minerals, Inc. South $89^{\circ} 59' 54''$ East, 438.33 feet to a point on the Easterly water grant line of the previous water grant;

52) thence along the Westerly line of said water grant and the Westerly line of a water grant to Nathan R. Nickerson the following courses and distances: South $18^{\circ} 05' 00''$ West, 407.12 feet to a point;

53) thence South $11^{\circ} 53' 20''$ West, 237.66 feet to a point;

54) thence North $77^{\circ} 33' 00''$ West, 25.00 feet to a point;

55) thence South $12^{\circ} 54' 00''$ West, 1268.50 feet to a point;

56) thence North $70^{\circ} 39' 00''$ West, 240.00 feet to a point on the Westerly High Water Mark of the Hudson River;

57) thence generally along the Westerly High Water Mark of the Hudson River South $35^{\circ} 48' 38''$ West, 345.63 feet to a point on the Northerly line of a water grant to Newark Lime and Cement Manufacturing Company;

58) thence along the Northerly and Easterly side of said water grant and the Easterly side of a water grant to Terry Brick Corp. the following courses and distances: South $84^{\circ} 10' 00''$ East, 516.02 feet to a point;

59) thence South $11^{\circ} 45' 00''$ West, 335.00 feet to a point;

60) thence South $24^{\circ} 40' 00''$ East, 200.00 feet to a point;

61) thence South $6^{\circ} 55' 00''$ East, 508.60 feet to a point;

62) thence South $8^{\circ} 25' 00''$ East, 500.00 feet to a point;

Description of lands of Kingston Landing Development LLC
City of Kingston and Town of Ulster,
Ulster County, New York 507.923 ACRES

Page 6 of 10

63) thence South 10° 25' 00" East, 200.00 feet to a point at the Northeasterly corner of lands of 771 Polaris Ltd., Liber 3451 Page 287;

64) thence along the Northerly and Westerly line of lands of 771 Polaris Ltd. the following courses and distances; South 78° 35' 00" West, 1218.00 feet to a point;

65) thence South 77° 50' 00" West, 275.00 feet to a point on the Westerly side of North Street;

66) thence generally along the Cantine Patent Line and passing over a recovered pipe on line South 23° 29' 34" West, 1088.45 feet to a point;

67) thence continuing along the Northerly line of lands of 771 Polaris Ltd. the following courses and distances: North 85° 33' 26" West, 105.79 feet to a recovered bar;

68) thence South 23° 29' 34" West, 84.73 feet to a recovered bar;

69) thence North 85° 33' 26" West, 655.41 feet to a point on the Easterly line of lands of City Kingston Local Development Corp., Liber 2583 Page 072;

70) thence along the Easterly line of lands of City of Kingston Local Development Corp. the following courses and distances: North 26° 10' 04" East, 173.02 feet to a point;

71) thence North 15° 42' 04" East, 192.20 feet to a point;

72) thence North 27° 30' 34" East, 221.68 feet to a point;

73) thence North 21° 27' 26" East, 388.12 feet to a point;

74) thence North 86° 44' 14" West, 166.17 feet to a point on the Easterly line of lands of Hudson Rondout Corp, Liber 1470 Page 977;

75) thence along the Easterly line of lands of Hudson Rondout Corp. and partially along a stone wall North 5° 44' 00" East, 853.99 feet to a point;

Description of lands of Kingston Landing Development LLC
City of Kingston and Town of Ulster,
Ulster County, New York 507.923 ACRES

Page 7 of 10

76) thence along the Northerly and Westerly line of lands of Hudson Rondout Corp. the following courses and distances: North $83^{\circ} 31' 00''$ West, 460.58 feet to a point in a stone wall;

77) thence South $5^{\circ} 17' 30''$ West, 567.64 feet to a 30" hemlock tree;

78) thence South $7^{\circ} 36' 00''$ West, 384.93 feet to a point in the remains of a stone wall on the Northerly line of lands of City of Kingston Local Development Corp.;

79) thence along the Northerly line of lands of City of Kingston Local Development Corp. and passing through a 48" oak tree with wire North $82^{\circ} 13' 00''$ West, 305.67 feet to a point;

80) thence partially along a stone wall North $86^{\circ} 53' 43''$ West, 129.85 feet to a point at the corner of lands of C.H.G. & E. Corp., Liber 1213 Page 867;

81) thence along the Easterly and Northerly bounds of C.H.G. & E. Corp. North $5^{\circ} 29' 00''$ East, 148.29 feet to a recovered bar;

82) thence North $84^{\circ} 07' 30''$ West, 51.62 feet to a point;

83) thence South $63^{\circ} 16' 00''$ West, 93.00 feet to a point on the Easterly line of lots fronting on Fourth Avenue;

84) thence along the Easterly line of lots fronting on Fourth Avenue, said line also being the Westerly side of a one hundred twenty five (125') foot wide Central Hudson Gas & Electric Corp. right of way, Liber 1217 Page 459, North $6^{\circ} 19' 00''$ East, 838.00 feet to a point on the Southerly line of lands of James Suski, Liber 2039 Page 228;

85) thence along the Southerly, Easterly and Northerly line of lands of Suski the following courses and distances: South $85^{\circ} 12' 21''$ East, 429.42 feet to a point;

Description of lands of Kingston Landing Development LLC
City of Kingston and Town of Ulster,
Ulster County, New York 507.923 ACRES

Page 8 of 10

- 86) thence North $4^{\circ} 37' 30''$ East, 1004.60 feet to a recovered pipe in a stone wall intersection;
- 87) thence North $83^{\circ} 25' 41''$ West, 151.76 feet to a point;
- 88) thence North $5^{\circ} 43' 00''$ East, 874.18 feet to a point;
- 89) thence North $84^{\circ} 35' 00''$ West, 34.68 feet to a point at the Southeasterly corner of lands of C.H.G.&E. Corp. substation, Liber 1217 Page 455;
- 90) thence along the Easterly and Northerly line of lands of C.H.G.&E. Corp. the following courses and distances: North $5^{\circ} 25' 00''$ East, 245.00 feet to a point;
- 91) thence North $84^{\circ} 35' 00''$ West, 188.18 feet to a point in the centerline of First Avenue;
- 92) thence along the centerline of First Avenue and along the Easterly line of lands of Robert J.Bence , Liber 1959 Page 90, North $39^{\circ} 17' 22''$ East, 137.58 feet to a point;
- 93) thence along the Northerly and Westerly line of lands of Bence North $67^{\circ} 30' 58''$ West, 534.00 feet to a stone on end in a wall corner at the end of said wall;
- 94) thence along said stone wall South $4^{\circ} 57' 11''$ West, 528.37 feet to a stone wall intersection on the Northerly line of lands of Rosalie Beesimer, Liber 3328 Page 311;
- 95) thence along the Northerly and Westerly line of lands of Beesimer and the Westerly and Southerly line of lands of James and Joyce Rockwell, Liber 973 Page 330, and generally along a stone wall North $84^{\circ} 49' 01''$ West, 237.60 feet to a stone wall intersection;
- 96) thence continuing along said stone wall and passing over a recovered pipe on line South $16^{\circ} 45' 25''$ West, 425.00 feet to a point;

Description of lands of Kingston Landing Development LLC
City of Kingston and Town of Ulster,
Ulster County, New York 507.923 ACRES

Page 9 of 10

97) thence generally along said stone wall South $48^{\circ} 03' 04''$ East, 254.08 feet to a point on the Westerly side of First Avenue;

98) thence along the Westerly side of First Avenue the following courses and distances: South $34^{\circ} 33' 29''$ West, 468.56 feet to a point;

99) thence South $19^{\circ} 37' 29''$ West, 303.49 feet to a point;

100) thence South $27^{\circ} 23' 29''$ West, 156.87 feet to a recovered bar at the Northeasterly corner of lands of Anthony P. and Vanessa Sergio, Liber 3312 Page 118;

101) thence along the Northerly line of lands of Sergio North $83^{\circ} 21' 00''$ West, 243.00 feet to a recovered bar in a wall intersection at the Northeasterly corner of lands of Thomas J. Gallagher, Liber 2846 Page 321;

102) thence along the Northerly line of lands of Gallagher, generally along a stone wall and passing over a recovered concrete highway monument North $85^{\circ} 26' 50''$ West, 640.02 feet to the place of beginning.

CONTAINING: 507.923 Acres

All bearings are referred to Grid North New York (East Zone) Plane Coordinate System.

The above described premises are subject to a fifty (50') foot wide right of way over an existing gravel roadway leading from the Northerly line of lands of the City of Kingston Local Development Corp., Liber 2583 Page 72, Northerly through the lands to be conveyed to Kingston Landing Development LLC to North Street, thence up and through the centerline of North Street to a point at the intersection of North Street with an existing gravel roadway leading Westerly to New York State Route 32, said fifty (50') foot right of way more particularly described in Liber 2583 Page 70.

The above described premises are subject to a one hundred twenty five (125') foot wide Central Hudson Gas & Electric Corp. right of way, more particularly described in Liber 1217 Page 459.

Description of lands of Kingston Landing Development LLC
City of Kingston and Town of Ulster,
Ulster County, New York 507.923 ACRES

Page 10 of 10

The above described premises are subject to a one hundred (100') foot wide Central Hudson Gas & Electric Corp. right of way, more particularly described in Liber 1217 Page 459.

The above described premises are subject to a fifty (50') foot wide Central Hudson Gas & Electric Corp. gas line right of way, more particularly described in Liber 946 Page 165.

The above described premises are subject to a twenty five (25') foot wide Central Hudson gas line right of way, more particularly described in Liber 948 Page 119.

The above described premises are subject to a one hundred (100') foot wide Central Hudson Gas & Electric Corp. right of way, more particularly described in Liber 1040 Page 124.

The above described premises are subject to a thirty (30') foot wide Central Hudson Gas Electric Corp. from East Kingston substation to Central Hudson Gas & Electric Corp. Pole #1692 along and adjacent to Devil's Lake Road, A/K/A First Avenue, more particularly described in Liber 1256 Page 408;

The above described premises are subject to any rights the public may have in and to the road known as North Street running from lands of 771 Polaris Ltd. through the above described premises to the Southerly end of Streeter Street in the Town of Ulster, said prescriptive rights exceed 50-60 feet wide as per records in the City of Kingston engineering office.

The above described premises are subject to any rights the public may have in and to that portion of the above described premises lying within the bounds of First Avenue.

JUNE 28, 2005

CHRISTOPHER J. ZELL, P.L.S.
BRINNIER and LARIOS, P.C.

EA 1263

Parcel II - A, B & C & D

Schedule A

Consists of 7 pages.

PARCEL A

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Ulster, County of Ulster and State of New York, being more particularly bounded and described as follows:

Beginning at the corner formed by the intersection of the Westerly side of N.Y.S. Rte 32 with the Southerly side of Frank Sottile Boulevard, and running:

- 1) thence from said point of beginning along the Westerly side of N.Y.S. Rte 32 South $30^{\circ} 40' 03''$ West, 128.84 feet to the Northeasterly corner of lands of Beverly Brower, Liber 3002 Page 86;
- 2) thence along the lands of Beverly Brower the following courses and distances: North $60^{\circ} 59' 17''$ West, 294.31 feet to a point;
- 3) thence South $29^{\circ} 32' 13''$ West, 230.00 feet to a point;
- 4) thence South $60^{\circ} 27' 47''$ East, 230.00 feet to a point on the Westerly side of Old Rte 32;
- 5) thence along the Westerly side of Old Rte 32 South $29^{\circ} 32' 13''$ West, 64.64 feet to a recovered pipe at the Northeasterly corner of lands of Rose T. Scorcinielli, Liber 1445 Page 093 and Liber 2002 Page 178;
- 6) thence along the Northerly line of lands of Scorcinielli North $84^{\circ} 54' 07''$ West, 799.62 feet to a point;
- 7) thence along the Westerly line of lots fronting on Old Rte 32 and passing over three (3) recovered pipes on line South $4^{\circ} 45' 03''$ West, 977.03 feet to a point;

EA-1263

Parcel II, A B & C & D

Pg. 2 of 7

Schedule A

8) thence along the Northerly line of lands of Kim Kasmowski-Burgess - Liber 2574 Page 065, Donald J. McConnell - Liber 894 Page 418, Filomena Buonocore and Robert Piratzky, Liber 3336 Page 043, North 85° 47' 57" West, 747.17 feet to a point;

9) thence along the Easterly line of lands of John S., David and Stephen Ferraro, Liber 1368 Page 459, North 3° 04' 03" East, 975.43 feet to a point;

10) thence along the Northerly line of lands of Ferraro North 85° 55' 57" West, 627.07 feet to a point;

11) thence along the Easterly line of lands of Fox Run Development - Phase 2 and Phase 1, and passing over a recovered bar on line North 4° 59' 12" East, 1047.04 feet to a point;

12) thence along the Easterly line of lands of Warren and Ruth M. Van Kleeck - Liber 1203 Page 1046 and lands of Joseph and Josephine C. Misasi - Liber 1203 Page 1185, North 5° 16' 10" East, 107.38 feet to a recovered bar;

13) thence still along lands of Misasi and the Easterly line of lands of Rodney A. and Tammy S. Paul, Liber 2085 Page 153, North 5° 38' 49" East, 105.60 feet to a recovered bar;

14) thence still along lands of Paul North 3° 13' 09" East, 114.68 feet to a point;

15) thence along the Easterly line of lands of Benjamin, Jr. and Rose Guinick -, Liber 1212 Page 422, Robert D. and Ann M. Mitchell - 2602 Page 230, and Troy CMBS Property LLC - Liber 2675 Page 097, and passing over two (2) recovered bars on line North 4° 52' 05" East, 988.78 feet to a point;

Schedule A
Parcel II, A, B, C & D
Page 3 of 7
EA 1243

- 16) thence still along the Southerly line of lands of Terry Chubb Property LLC North $0^{\circ} 30' 43''$ West, 176.01 feet to a recovered bar on the Southerly side of Miron Lane;
- 17) thence along the Southerly side of Miron Lane the following courses and distances: South $82^{\circ} 19' 11''$ East, 163.60 feet to a point;
- 18) thence North $7^{\circ} 40' 49''$ East, 20.00 feet to a point;
- 19) thence South $82^{\circ} 19' 11''$ East, 57.41 feet to a point;
- 20) thence Northeasterly on a curve to the left having a radius of 338.99 feet, 276.77 feet to a point;
- 21) thence North $50^{\circ} 53' 58''$ East, 97.95 feet to a recovered monument;
- 22) thence North $85^{\circ} 00' 40''$ East, 26.75 feet to a point on the Westerly side of Frank Sottile Boulevard;
- 23) thence along the Westerly side of Frank Sottile Boulevard the following courses and distances: South $43^{\circ} 25' 27''$ East, 105.30 feet to a point;
- 24) thence South $81^{\circ} 05' 16''$ East, 67.27 feet to a point;
- 25) thence South $39^{\circ} 32' 05''$ East, 345.84 feet to a point;
- 26) thence South $25^{\circ} 02' 31''$ East, 242.55 feet to a point;
- 27) thence South $32^{\circ} 00' 31''$ East, 146.77 feet to a recovered monument;
- 28) thence South $13^{\circ} 54' 02''$ East, 141.91 feet to a point;
- 29) thence South $22^{\circ} 09' 55''$ East, 307.97 feet to a recovered monument;
- 30) thence South $5^{\circ} 27' 27''$ East, 103.08 feet to a point;
- 31) thence South $10^{\circ} 01' 52''$ East, 152.07 feet to a point;

EA 1263
Schedule A
Parcel II A, B, C & D
Pg. 4 of 7

- 32) thence South $19^{\circ} 09' 55''$ East, 102.07 feet to a point;
- 33) thence South $49^{\circ} 22' 27''$ East, 116.73 feet to a point;
- 34) thence South $24^{\circ} 00' 09''$ East, 258.10 feet to a point;
- 35) thence South $40^{\circ} 44' 07''$ East, 360.71 feet to a recovered monument;
- 36) thence South $26^{\circ} 33' 54''$ East, 109.77 feet to a point;
- 37) thence South $52^{\circ} 51' 41''$ East, 104.78 feet to a recovered monument;
- 38) thence South $62^{\circ} 11' 43''$ East, 105.37 feet to a recovered monument;
- 39) thence South $53^{\circ} 41' 50''$ East, 158.83 feet to a point;
- 40) thence South $35^{\circ} 40' 00''$ East, 105.48 feet to a point;
- 41) thence South $59^{\circ} 08' 02''$ East, 89.42 feet to the place of beginning.

Continuing 109.580 along

All bearings are referred to Grid North New York (East Zone) Plane Coordinate System.

The above described premises are subject to a easement granted to Central Hudson Gas & Electric Corporation, Liber 980 Page 537, for an underground gas transmission line crossing said premises from lands of Kasnowski-Burgess on the South to Frank Sottile Boulevard on the North.

The above described premises are subject to a Central Hudson Gas & Electric Corporation easement for an overhead power line crossing said premises more particularly described in Liber 1032 Page 216, Liber 1032 Page 218, and Liber 980 Page 537 from lands of Kasnowski-Burgess on the South, Northerly and Northwesterly, to Miron Lane on the North.

Description of Frank Sottile Boulevard parcel to be conveyed to
Kingston Landing Development, LLC, Town of Ulster,
Ulster County, New York Parcel II - A, B, C & D

Page 5 of 7

B - 7.209 ACRES

Beginning at a point on the Easterly side of Frank Sottile Boulevard at the
Southwesterly corner of lands of Ulster County Resource Recovery Agency, Liber 2281 Page
298, and running:

1) thence from said point of beginning along the Southerly line of lands of Ulster
County Resource Recovery Agency the following courses and distances: South $85^{\circ} 23' 02''$
East, 672.20 feet to a point on the Westerly line of other lands of Tilcon Minerals, Inc., Liber
1937 Page 195;

②) thence along other lands of Tilcon Minerals, Inc. South $4^{\circ} 47' 00''$ West,
1088.68 feet to a point on the Easterly side of Frank Sottile Boulevard;

3) thence along the Easterly side of Frank Sottile Boulevard the following courses
and distances: North $18^{\circ} 03' 44''$ West, 200.06 feet to a point;

4) thence North $25^{\circ} 46' 14''$ West, 100.60 feet to a point;

5) thence North $12^{\circ} 28' 51''$ West, 101.95 feet to a point;

6) thence North $23^{\circ} 48' 26''$ West, 414.11 feet to a point;

7) thence North $42^{\circ} 04' 22''$ West, 157.43 feet to a point;

8) thence North $39^{\circ} 06' 01''$ West, 249.12 feet to a recovered monument;

9) thence North $17^{\circ} 17' 56''$ West, 72.89 feet to the place of beginning.

CONTAINING: 7.209 Acres

All bearings are referred to Grid North New York (East Zone) Plane Coordinate
System.

EA 1263
Schedule A
Parcel II, A, B, D & D
Pg. 6 of 7.

PARCEL C

Beginning at the corner formed by the intersection of the Northwesterly side of Frank Sottile Boulevard with the Northerly side of Miron Lane, and running:

- 1) thence from said point of beginning along the Northerly side of Miron Lane the following courses and distances: South $50^{\circ} 53' 58''$ West, 128.09 feet to a point;
- 2) thence Westerly on a curve to the right having a radius of 228.99 feet, 186.96 feet to a point;
- 3) thence North $82^{\circ} 19' 11''$ West, 57.41 feet to a point;
- 4) thence North $7^{\circ} 40' 49''$ East, 10.00 feet to a point;
- 5) thence along lands of the Town of Ulster (Transfer Station), Liber 920 Page 385, the following courses and distances: North $2^{\circ} 02' 26''$ East, 150.69 feet to a point;
- 6) thence South $85^{\circ} 23' 02''$ East, 316.60 feet to a point on the Northwesterly side of Frank Sottile Boulevard;

EA 1263
Schedule A
Parcel II, A, B, C & D
Pg. 7 of 7.

7) thence along the Northwesterly side of Frank Sottile Boulevard South $35^{\circ} 38'$
07" East, 15.57 feet to the place of beginning.

Containing 0.91 acres

All bearings are referred to Grid North New York (East Zone) Plane Coordinate System.

PARCEL D

Beginning at a point on the Westerly side of New York State Route 32, said point also
being the Northeasterly corner of lands of Central Hudson Gas & Electric Corp., and running:

1) thence from said point of beginning along the Northerly line of lands of Central
Hudson Gas & Electric Corp. North $65^{\circ} 13' 02''$ West, 110.00 feet to a point on the Easterly
side of old Route 32;

2) thence along the Easterly side of old Route 32 the following courses and
distances: North $38^{\circ} 14' 40''$ East, 124.20 feet to a point;

3) thence North $29^{\circ} 00' 40''$ East, 955.63 feet to a point;

4) thence North $76^{\circ} 36' 45''$ East, 29.80 feet to a point on the Westerly side of
New York State Route 32;

5) thence along the Westerly side of New York State Route 32 Southeasterly on a
curve to the left having a radius of 1117.97 feet, 972.00 feet to a point;

6) thence South $20^{\circ} 28' 50''$ West, 121.13 feet to the place of beginning.

Containing 1.139 acres

DESCRIPTION OF LANDS TO BE CONVEYED TO
KINGSTON LANDING DEVELOPMENT, LLC
TOWN OF ULSTER, ULSTER COUNTY, NEW YORK

Parcel III - Route 199

A - 5.451 Acres

Beginning at a point on the Southerly line of lands of Uhland and Mary Kaschel, Liber 2918 Page 227, said point being South 35° 44' 51" East, 144.80 feet from a recovered bar on the Southerly side of N.Y.S. Rte 199, and running:

1) thence from said point of beginning along the Southerly line of lands of Uhland and Mary Kaschel the following courses and distances: South 35° 44' 51" East, 74.98 feet to a point;

2) thence South 70° 32' 41" East, 766.17 feet to a point on the Westerly side of lands of the Town of Ulster (Old Route 32);

3) thence along the Westerly side of lands of the Town of Ulster (Old Route 32) South 9° 36' 33" East, 269.33 feet to a point at the Northeasterly corner of lands to be retained by Tilcon Minerals, Inc., Liber 1937 Page 195;

4) thence along the Northerly line of lands to be retained by Tilcon Minerals, Inc. North 74° 07' 29" West, 943.48 feet to a point on the Easterly line of other lands to be conveyed to Kingston Landing Development, LLC - Parcel III (B) a 25.700 acre parcel;

5) thence along the Easterly line of said parcel North 16° 34' 43" East, 337.55 feet to the place of beginning.

CONTAINING: 5.451 Acres

DESCRIPTION OF LANDS TO BE CONVEYED TO
KINGSTON LANDING DEVELOPMENT, LLC
TOWN OF ULSTER, ULSTER COUNTY, NEW YORK
Parcel 111 - Route 199
B - 25.700 Acres

Beginning at a recovered iron bar on the Southerly side of N.Y.S. Rte 199, said point also being at the Northeasterly corner of lands of Uhland and Mary Kaschel, Liber 2918 Page 227, and running:

1) thence from said point of beginning along the Westerly line of lands of Kaschel South $35^{\circ} 44' 51''$ East, 144.80 feet to a point at the Northwesterly corner of other lands to be conveyed to Kingston Landing Development, LLC, a 5.451 acre parcel;

2) thence along the Westerly line of said parcel and the Westerly line of other lands of Tilcon Minerals, Inc., Liber 1937 Page 195, South $16^{\circ} 34' 43''$ West, 1712.54 feet to a point at the Northeasterly corner of lands of S & R Company of Kingston, Liber 2401 Page 181;

3) thence along the Northerly line of lands of S & R Company of Kingston and the Northerly line of lands of an unknown owner, reputed owner State of New York, the following courses and distances: North $71^{\circ} 33' 17''$ West, 660.00 feet to a point;

4) thence North $16^{\circ} 34' 43''$ East, 437.53 feet to a point;

5) thence North $71^{\circ} 34' 34''$ West, 87.00 feet to a point;

DESCRIPTION OF LANDS TO BE CONVEYED TO KINGSTON LANDING
DEVELOPMENT, LLC, TOWN OF ULSTER, ULSTER COUNTY, NEW YORK
Parcel 3 Route 199 (B) - 25.700 Acres

Page 2 of 2

6) thence along the Easterly line of lands in contention shown as lands of State of New York, North $18^{\circ} 25' 27''$ East, 264.71 feet to a point on the Southerly line of lands of the State of New York;

7) thence along the Southerly and Easterly line of lands of the State of New York the following courses and distances: South $71^{\circ} 38' 17''$ East, 59.91 feet to a point;

8) thence North $4^{\circ} 38' 26''$ East, 530.59 feet to a point on the Southerly side of N.Y.S. Rte 199;

9) thence along the Southerly side of N.Y.S. Rte 199 North $67^{\circ} 00' 27''$ East, 783.81 feet to a recovered highway monument;

10) thence Northeasterly on a curve to the right having a radius of 11574.16 feet, 90.30 feet with a chord of North $66^{\circ} 33' 27''$ East, 90.30 feet to the place of beginning.

CONTAINING: 25.700 Acres

All bearings are referred to Grid North New York (East Zone) Plane Coordinate System.

The above described premises are subject to a fifty (50') foot wide Central Hudson Gas & Electric Corporation easement for an underground gas transmission line particularly described in Liber 965 Page 181, Liber 966 Page 390, Liber 974 Page 329, Liber 978 Page 484, and Liber 982 Page 406.

The above described premises have the use of an $110' \pm \times 370' \pm$ access easement as shown on Map of Lands of Kingston Landing Development, LLC, prepared by Brinnier and Larios, P.C., dated June 24, 2005.

JUNE 24, 2005

CHRISTOPHER J. ZELL, P.L.S.
BRINNIER and LARIOS, P.C.

DESCRIPTION OF LANDS TO BE CONVEYED TO
KINGSTON LANDING DEVELOPMENT, LLC
TOWN OF ULSTER, ULSTER COUNTY, NEW YORK

Parcel III - Route 199

D - 19.069 Acres

Beginning at a point on the Northerly line of lands of the Town of Ulster, said point also being the Southeasterly corner of lands of PCK Development Company, Liber 1627 Page 059, and running:

- 1) thence from said point of beginning along the Easterly line of lands of PCK Development Company North 5° 46' 33" East, 224.27 feet to a point on the Easterly side of Frank Sottile Boulevard;
- 2) thence along the Easterly side of Frank Sottile Boulevard the following courses and distances: North 30° 13' 26" East, 186.36 feet to a point;
- 3) thence North 5° 46' 33" East, 766.00 feet to a point;
- 4) thence North 1° 03' 06" West, 117.66 feet to a point;
- 5) thence North 17° 59' 22" West, 156.68 feet to a point at the Southwesterly corner of lands of S & R Company of Kingston, Liber 2401 Page 181;
- 6) thence along the Southerly line of lands of S & R Company of Kingston South 86° 04' 49" East, 638.86 feet to a point at the Westerly line of lands of Tilcon Minerals, Inc., Liber 1937 Page 195;
- 7) thence along the Westerly line of lands of Tilcon Minerals, Inc. South 5° 47' 17" West, 1427.64 feet to a point at the Northeasterly corner of lands of Ulster County Resource Recovery Agency, Liber 2281 Page 298;

Description of lands to be conveyed to Kingston Landing Development, LLC, Town of Ulster, Ulster County, New York
Parcel III - Route 199 (D) - 19.069 Acres

Page 2 of 2

8) thence along the Northerly line of lands of Ulster County Resource Recovery Agency North 85° 24' 30" West, 638.36 feet to the place of beginning.

CONTAINING: 19.069 Acres

All bearings are referred to Grid North New York (East Zone) Plane Coordinate System.

JUNE 24, 2005

CHRISTOPHER J. ZELL, P.L.S.
BRINNIE and LARIOS, P.C.

DESCRIPTION OF LANDS TO BE CONVEYED TO
KINGSTON LANDING DEVELOPMENT, LLC
TOWN OF ULSTER, ULSTER COUNTY, NEW YORK

Parcel III - Route 199

C - 17.654 Acres

Beginning at a point on the Easterly line of lands of S & R Company of Kingston,
Liber 2401 Page 181, and running:

1) thence from said point of beginning along other lands of S & R Company of
Kingston, Liber 2401 Page 181, South $71^{\circ} 33' 17''$ East, 1422.29 feet to a point on the
Westerly line of lands of Tilcon Minerals, Inc., Liber 1937 Page 195;

2) thence along the Westerly line of lands of Tilcon Minerals, Inc. and along an
existing fifty (50') foot wide Central Hudson Gas & Electric Corporation gas transmission line
easement South $16^{\circ} 34' 43''$ West, 569.10 feet to a point at the Northeasterly corner of other
lands of Tilcon Minerals, Inc., Liber 1937 Page 195;

3) thence along the Northerly line of lands of Tilcon Minerals, Inc. and the
Northerly line of other lands of S & R Company of Kingston the following courses and
distances: North $67^{\circ} 05' 58''$ West, 481.02 feet to a point;

4) thence North $71^{\circ} 34' 17''$ West, 959.25 feet to a point on the Easterly line of
lands of S & R Company of Kingston;

5) thence along the Easterly line of lands of S & R Company of Kingston North
 $18^{\circ} 13' 43''$ East, 531.72 feet to the place of beginning.

Description of lands to be conveyed to Kingston Landing
Development, LLC, Town of Ulster, Ulster County, New York
Parcel III - Route 199 (C) - 17.654 Acres

Page 2 of 2

CONTAINING: 17.654 Acres

All bearings are referred to Grid North New York (East Zone) Plane Coordinate
System.

The above described premises have the use of an 110'± x 370'± access easement as
shown on Map of
Lands of Kingston Landing Development, LLC, prepared by Brinnier and Larios, P.C. dated
June 24, 2005.

JUNE 24, 2005

CHRISTOPHER J. ZELL, P.L.S.
BRINNIER and LARIOS, P.C.

Description of lands to be conveyed to Kingston Landing
Development, LLC, Town of Ulster , Ulster County, New York
Parcel III - Route 199 (A) - 5.451 Acres

Page 2 of 2

All bearings are referred to Grid North New York (East Zone) Plane Coordinate
System.

The above described premises are subject to an easement granted to New York
Telephone Company running along the Easterly side of said premises from lands of Tilcon
Minerals, Inc. on the South to lands of Uhland and Mary Kaschel on the North, said easement
more particularly described in Liber 698 Page 22.

JUNE 24, 2005

CHRISTOPHER J. ZELL, P.L.S.
BRINNIER and LARIOS, P.C.

**RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON,
NEW YORK, AUTHORIZING THE APPROVAL OF THE HUDSON LANDING
DEVELOPERS AGREEMENT AND AUTHORIZING THE MAYOR TO ENTER
INTO AND EXECUTE THE AVR ACQUISITION CORPORATION D/B/A
KINGSTON LANDING DEVELOPMENT, LLC**

Sponsored by: Laws and Rules/ Cable Committee: Aldermen:
Seche, Brown, Schabot, Dawson, Carey

WHEREAS, AVR Acquisition Corporation d/b/a Kingston Landing Development, LLC proposes to develop Hudson Landing upon a 508 acre site, calling for a total of 1,682 dwelling units and 78,500 square feet of commercial space to be constructed as a "Traditional Neighborhood Development" with associated open space areas and recreation facilities; and

WHEREAS, the City of Kingston Planning Board approved and adopted the Hudson Landing Developer Agreement; and

WHEREAS, the Kingston Water Department approved and adopted the Developer's Agreement; and

WHEREAS, the Town of Ulster Town Board approved and adopted the Developer's Agreement; and

WHEREAS, the City of Kingston desires to advance said Project and said Project is in the best interests of the City of Kingston.

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AS FOLLOWS:

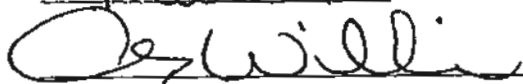
SECTION 1. That the Common Council of the City of Kingston hereby approves the Hudson Landing Developer's Agreement.

SECTION 2. That the Common Council of the City of Kingston hereby authorizes the Mayor of the City of Kingston to enter into and execute the Hudson Landing Developer's Agreement.

SECTION 3. That this resolution shall take effect immediately.

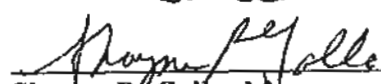
Submitted to the Mayor this 5th day of

March, 2014


Carly Williams, City Clerk

Approved by the Mayor this 5th day of

March, 2014


Shayne R. Gallo, Mayor

Adopted by Council on March 4, 2014.

Res 2014 Hudson Landing Develop Agree

REVIEWED BY CITY CLERK

DATE: 2/11/14

SIGNATURE [Signature]

**RESOLUTION OF THE CITY OF KINGSTON PLANNING BOARD
AUTHORIZING ADOPTION OF THE
HUDSON LANDING DEVELOPER AGREEMENT**

Motion By: Wayne Platte

Second By: Steve Johnson

WHEREAS, AVR Acquisition Corporation d/b/a Kingston Landing Development, LLC proposes to develop Hudson Landing upon a 508 acre site, extending generally from the western shore of the Hudson River on the east to NYS Route 32 on the west on those parcels situated in both the City of Kingston and Town of Ulster; and,

WHEREAS, Hudson Landing calls for a total of 1,682 dwelling units which include a mix of single family detached houses, townhouses, stacked townhouses, condominiums, apartments and live/work townhouses in addition to 78,500 square feet of commercial space to be constructed as a "Traditional Neighborhood Development" with associated open space areas and recreation facilities; and,

WHEREAS, by Resolution of the City of Kingston Planning Board dated January 13, 2003, Hudson Landing was determined to be a Type 1 Action as defined in 6 NYCRR Part 617.4 of the State Environmental Quality Review Act (SEQRA) Regulations and a coordinated review was initiated; and,

WHEREAS, after the required circulation, and there being no objection thereto, by Resolution dated March 10, 2003, the City of Kingston Planning Board declared itself to be Lead Agency for the conduct of the SEQRA environmental review of the Action; and,

WHEREAS, by Resolution of the City of Kingston Planning Board dated March 10, 2003, the Planning Board adopted a Positive Declaration on the Action, directed the Applicant to prepare a Draft Scoping Document and set a public scoping session; and,

WHEREAS, by Resolution of the City of Kingston Planning Board dated June 9, 2003, the City of Kingston Planning Board adopted a Final Scope for the Action and the Applicant was directed to prepare a Draft Generic Environmental Impact Statement (DGEIS) in accordance with the Final Scope; and,

WHEREAS, by Resolution of the City of Kingston Planning Board dated July 18, 2005, the City of Kingston Planning Board accepted a DGEIS as complete with respect to its scope and content for purposes of commencing public review and scheduled a public hearing for purposes of soliciting public comment on the DGEIS; and,

WHEREAS, the City of Kingston Planning Board prepared, and then caused to be filed and published, a Notice of Completion and Notice of Hearing of DGEIS in accordance with 6 NYCRR Parts 617.9(a)(3) and 617.12 of the SEQRA regulations; and,

WHEREAS, the public comment period on the DGEIS commenced July 20, 2005 and public hearings on the DGEIS were held on September 14, 2005, October 12, 2005, November 16, 2005 and December 14, 2005; at which times all members of the public and representatives of interested and involved agencies were given an opportunity to present oral and written comment on the DGEIS; and,

WHEREAS, after remaining open for a total period of 181 days, the public comment period on the DGEIS was closed at the close of business on January 17, 2006; and,

WHEREAS, further opportunities for the public and involved and interested agencies to further comment and participate in the SEQRA process were undertaken by the Lead Agency via the conduct of four focus sessions held in June, 2007 and the conduct of an informational public hearing held on the preliminary FGEIS in September, 2008; and,

WHEREAS, upon the close of the public comment period, the City of Kingston Planning Board, with the assistance of a team of its own technical consultants, conducted a comprehensive and thorough review and consideration of all of the involved agency, interested agency and public comment received; and,

WHEREAS, upon consideration of all of the comment received, the City of Kingston Planning Board continued to take a hard look at the potential adverse impacts of the proposed Action and engaged in the process of assessing those impacts as well as balancing the environmental and economic concerns, consistent with social, economic, and other essential considerations as is required by SEQRA; and,

WHEREAS, following further comprehensive review under SEQRA, and the requisite 10 day consideration period under 6

NYCRR Part 617.11(a), a December 18, 2008 Final Generic Environmental Impact Statement [EGEIS] was approved and issued by the City of Kingston Planning Board as Lead Agency under SEQRA; and,

WHEREAS, on April 13, 2009, the City of Kingston Planning Board issued a Statement of Findings for the Project in accordance with 6 NYCRR Part 617.11 and filed the Findings Statement pursuant to 6 NYCRR Part 617.12; and,

WHEREAS, the Findings Statement provides that the Developer, along with the City of Kingston and the Town of Ulster shall execute a Developer Agreement to ensure that all mitigation measures contained in the Findings are performed and in order to guide the future development of the Hudson Landing Project. It is the further intent of this Agreement to incorporate by reference the Findings Statement within the Developer Agreement; and,

WHEREAS, during the pendency of time since the SEQRA Findings Statement was issued, the City of Kingston Planning Board, the Town of Ulster Planning Board and Kingston Landing Development, LLC have attended public meetings, worked with additional City of Kingston and Town of Ulster Agencies, engaged consultants and worked to complete the Developer Agreement as aforesaid; and,

WHEREAS, following various draft Developer Agreements and review thereof, as well as the additional participation of the Town of Ulster Town Board, the Town of Ulster Planning Board, the City of Kingston Water Board and the City of Kingston Common Council, the draft Developer Agreement is now in final form for adoption by the City of Kingston Planning Board and the other agencies as set forth within said Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE RECITALS SET FORTH WITHIN THE DEVELOPER AGREEMENT, TOGETHER WITH OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, BE IT RESOLVED BY THE CITY OF KINGSTON PLANNING BOARD AS FOLLOWS:

1. The City of Kingston Planning Board hereby adopts the Hudson Landing Developer Agreement, final revised date February 10, 2014 and authorizes the execution thereof by its Chairman; and,


2. The City of Kingston Planning Board shall, with the assistance of the City of Kingston Planner, coordinate with Kingston Landing Development, LLC, the City of Kingston Water Board, the City of Kingston Common Council, the Town of Ulster Planning Board and the Town of Ulster Town Board so that all requisite Approvals and Developer Agreement executions shall take place thereon; and,

3. The City of Kingston Planning Board shall utilize the Developer Agreement and the SEQRA Findings Statement for all continuing reviews, mitigation measures and/or Approvals for the Hudson Landing Project going forward.

4. This Resolution shall take effect immediately. However, the Developer Agreement aforesaid shall only take effect when all of the signatories thereto have in fact executed the Developer Agreement and a signature original thereof is provided to the City of Kingston Planning Board for filing within the City of Kingston Planning Board Offices.

ROLL CALL VOTE

NAME	Present	Absent	Approve	Deny	Abstain
Wayne Platte Jr., Chairman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Steve Johnson, Vice Chairman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
John Dwyer, Jr.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Charles Polacco	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MaryJo Wiltshire	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jamie Bahruth Mills (Alternate)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Robert Jacobsen (Alternate)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jonathon Korn (Alternate)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>


 WAYNE PLATTE, JR., Chairman
 City of Kingston Planning Board

FEBRUARY 10, 2014
 Date

KINGSTON BOARD OF WATER COMMISSIONERS

REGULAR MEETING

FEBRUARY 12, 2014

The regular meeting of the Board of Water Commissioners was called to order at 3:05 p.m. on February 12, 2014 in the Department's offices at Jansen Avenue. Present were President Joseph DeCicco, Commissioners Al Radel, Ray McSpirit, Bob Niedzielski and Dennis Croswell. Also in attendance were Superintendent Hansen, Assistant Secretary Allan Alberts, Attorney William Cloonan, Council Liaison Brian Seche, and James Caggiano. Mike Moriello of Hudson River Landing was present to address the Board.

The minutes of the previous meeting were approved on a motion made by Commissioner Croswell and seconded by Commissioner Niedzielski. Motion carried by unanimous vote.

Bills in the amount of \$78,353.34 dated 1/15/14; \$32,235.27 dated 1/22/14; \$33,580.68 dated 1/29/14; \$20,278.54 dated 1/31/14; \$37,531.51 dated 2/5/14; \$174,775.87 dated 2/12/14; and \$5,900.02 dated 2/13/14 were ordered paid as audited on a motion by Commissioner McSpirit and seconded by Commissioner Radel. Motion carried by unanimous vote.

Mike Moriello of Hudson River Landing addressed the Board regarding the AVR Developer's Agreement. The following reference to SEQRA Short EAF, Part 1 and draft SEQRA Short EAF, Part 2 was read aloud:

"NOW THEREFORE, BE IT RESOLVED, that, based upon the April 13, 2009 SEQR Findings, the consideration of the Developer Agreement recitals and the Record had herein, the City of Kingston Water Board hereby concurs with the SEQR Findings aforesaid for the Hudson Landing Project and further finds the Developer Agreement to be consistent therewith."

This resolution was approved on a motion by Commissioner Radel and seconded by Commissioner McSpirit. Motion carried by unanimous vote.

A motion to approve the AVR Developer's Agreement was made by Commissioner Radel and seconded by Commissioner Croswell. Motion carried by unanimous vote. A motion authorizing the Superintendent to sign the Agreement on behalf of the Water Board was made by Commissioner McSpirit and seconded by Commissioner Niedzielski. Motion carried by unanimous vote.

The Board discussed the Florence Street Water Tank Painting Project. The Board was informed that a General Property Tax Bill had been received from the City for the Cell Towers on the Florence Street Water Tank in the amount of \$11,800.03, half of which is due by Feb.14, 2014. A motion was made by Commissioner Niedzielski and seconded by Commissioner Radel to pay the first half by the due date. Motion carried by unanimous vote. The Board was informed by Attorney Cloonan that a partial refund was expected from the School Taxes paid in 2013 for these Cell Towers. A motion was made by Commissioner Croswell and seconded by Commissioner Niedzielski to apportion the refund between KWD and Webjogger. Motion carried by unanimous vote. It was announced that the contracts for the repainting project had been executed. The Board discussed request of AT&T to install a new generator and building at the site. The Board stated its preference that the generator be powered by natural gas. It will also be necessary to obtain approval from the City Planning Board. James Caggiano will contact AT&T about the Board's preference for natural gas. Superintendent Hansen will check with the Planning Board.

The Board discussed the CSX Crossing Main Replacement Project. Brinnier & Larios will be contacted about plans to reroute replacement mains.

The Board discussed the Cooper Lake Dam Project. Some discussion was had on the QBS reviews

The Board discussed the Phase 1B Filter Renovation Project. A motion was made by Commissioner Croswell and seconded by Commissioner Radel to approve a \$15,000 addition to the original \$94,600 proposal from CDM Smith for Engineering Services. Motion carried by unanimous vote.

The Board discussed the Filter Plant Backwash Tank Replacement. A proposal from CDM Smith for Engineering Services pertinent to the project was received not to exceed the amount of \$163,930. A motion was made by Commissioner McSpirit and seconded by Commissioner Croswell to approve the proposal but to proceed on a restricted schedule.

The Board was informed of price quotes being requested from Webjogger and NEC for a Phone System for the Jansen Avenue facility. This item is included in the 2014 Budget.

A motion to move into Executive Session was made by Commissioner Croswell and seconded by Commissioner Niedzielski at 5:28 pm. A motion to come out of Executive Session was made by Commissioner Niedzielski and seconded by Commissioner Radel at 6:03 pm. Motions carried by unanimous vote.

A motion was made by Commissioner Croswell and seconded by Commissioner Niedzielski to hire Ron Perry for the position of Filter Plant Trainee with a start date on or after March 3, 2014. Motion carried by unanimous vote.

A motion was made by Commissioner Niedzielski and seconded by Commissioner Croswell to hire Zachary Hart for the position of Laborer with a start date on or after March 3, 2014. Motion carried by unanimous vote.

The Board discussed scheduling a meeting of the Personnel Committee to be followed by discussion of the QBS reviews.

The January Superintendent's Report was read and ordered filed on a motion by Commissioner Croswell and seconded by Commissioner Niedzielski. Motion carried by unanimous vote.

Motion to adjourn was made by Commissioner Niedzielski and seconded by Commissioner McSpirit at 6:08 pm. Motion carried by unanimous vote.



Assistant Secretary

617.20
Appendix B
Short Environmental Assessment Form

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information			
Name of Action or Project: Hudson Landing			
Project Location (describe, and attach a location map): Between Hudson River and NYS Route 32			
Brief Description of Proposed Action: Adoption of Developer Agreement for 1682 dwelling units and 78,500 square feet of commercial space for Traditional Neighborhood Design based upon FGEIS adopted Findings Statement and attendant SEQRA Record.			
Name of Applicant or Sponsor: Kingston Landing Development, LLC		Telephone: (914) 965-3990 E-Mail:	
Address: One Executive Boulevard			
City/PO: Yonkers		State: New York	Zip Code: 10701
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/> YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: City of Kingston Approvals: Planning Board, Common Council, Water Board Town of Ulster: Town Board			NO <input type="checkbox"/> YES <input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		508 acres	
b. Total acreage to be physically disturbed?		155 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		508 acres	
4. Check all land uses that occur on, adjoining and near the proposed action. <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Are public transportation service(s) available at or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? [If Yes, does the existing system have capacity to provide service? If No, describe method for providing potable water: _____ No <input checked="" type="checkbox"/> Yes]	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? [If Yes, does the existing system have capacity to provide service? If No, describe method for providing wastewater treatment: _____ No <input checked="" type="checkbox"/> Yes]	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Is the proposed action located in an archeological sensitive area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input checked="" type="checkbox"/> Shoreline <input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input checked="" type="checkbox"/> Early mid-successional <input checked="" type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
16. Is the project site located in the 100 year flood plain?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES See: Stormwater Pollution Prevention Plan/Soil and Erosion Control Plan and SPDES GP-0-10-001.	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: <u>Kingsport Landing Development, LLC</u> Date: <u>February 10, 2014</u> Signature: _____		

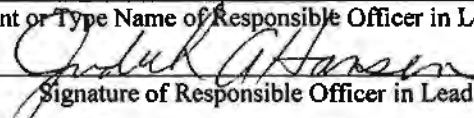
Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3. For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

This EAF is to be read together with the FGEIS Findings Statement, dated April 13, 2009 for the Hudson Landing Development Project. The adoption of this Negative Declaration by the Town of Ulster Planning Board as an involved Agency, forms part of the review/approval of the Developer Agreement by the City of Kingston Planning Board, as Lead Agency. [See, SEQRA Findings Statement.]

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input checked="" type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
City of Kingston Water Board	February 12, 2014
Name of Lead Agency	Date
JUDITH HANSEN	Superintendent
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
	
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT

RESET

Commissioners

Joseph DeCicco
President
Alfred Radel
Secretary
Raymond McSpirit
Robert Niedzielski
Deanis Crowell



Shayne R. Gallo
Mayor

Judith A. Hansen
Superintendent

Kingston Water Department

PO Box 1537
Kingston, N.Y. 12402

February 12, 2014

Michael A. Moriello, Esq.
Riseley and Moriello, Attorneys At Law
111 Green Street
PO Box 4465
Kingston, NY 12402

Re: Hudson Landing Development Agreement

Dear Mike:

Following a review of the referenced Agreement, I would like to outline the Department's understanding of Paragraph 35 of the Agreement. Specifically, our interpretation of Paragraph 35 is as follows:


1. The Board of Water Commissioners of the Kingston Water Department does not presently charge capacity development or capital development fees. It does charge a tap fee for connection to the mains of the Kingston Water Department that is limited to the recovery of the costs of labor and materials associated with making the tap. As per KWD regulations, all taps on City of Kingston Water mains shall be made by Department personnel.
2. If the Kingston Water Department makes the tap, the tap fees that are in effect for all Kingston Water Department customers at the time that the work is done shall apply. However, the Developer has the right to make the tap on mains that are privately held and have not been turned over to the Kingston Water Department. In that case, if the tap is made by others, there will be no tap fees charged by the Department to the Developer.
3. The water system improvements shall be subject to the Department's review to ensure conformance to our rules and regulations prior to the construction of the improvements. During the construction of the improvements, the Department may elect to make periodic inspections of the work and there will be no charge for those inspections.

If this summarizes the substance and intent of Paragraph 35 of the Agreement as it relates to the water system improvements, please so indicate by initialing this letter and returning it to me so that it can be included in our files. If I have misconstrued the intent

Page 2 of 2
Hudson Landing Development Agreement
February 12, 2014

or omitted something, please contact me at your convenience to clarify. In advance, thank you for your kind assistance in this regard.

Sincerely,


Judith A. Hansen
Superintendent

Cc: William N. Cloonan, Esq.


KINGSTON LANDING DEVELOPMENT, LLC

Initial

BU MICHAEL A. MYRIELO, ESQ., AS ATTORNEY AND RE CONFIRMATION VIA
Date 2/12/14 TELEPHONE BY MR THOMAS ARENA, MEMBER, ON
FEBRUARY 12, 2014

617.20
Appendix B
Short Environmental Assessment Form

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information							
Name of Action or Project: Hudson Landing							
Project Location (describe, and attach a location map): Between Hudson River and NYS Route 32							
Brief Description of Proposed Action: Adoption of Developer Agreement for 1682 dwelling units and 78,500 square feet of commercial space for Traditional Neighborhood Design based upon FGEIS adopted Findings Statement and attendant SEQRA Record.							
Name of Applicant or Sponsor: Kingston Landing Development, LLC		Telephone: (914) 965-3990					
		E-Mail:					
Address: One Executive Boulevard							
City/PO: Yonkers		State: New York	Zip Code: 10701				
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">NO</td> <td style="width: 50%; padding: 2px;">YES</td> </tr> <tr> <td style="text-align: center; padding: 2px;"><input checked="" type="checkbox"/></td> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> </tr> </table>	NO	YES	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NO	YES						
<input checked="" type="checkbox"/>	<input type="checkbox"/>						
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: City of Kingston Approvals: Planning Board, Common Council, Water Board Town of Ulster: Town Board			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">NO</td> <td style="width: 50%; padding: 2px;">YES</td> </tr> <tr> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> <td style="text-align: center; padding: 2px;"><input checked="" type="checkbox"/></td> </tr> </table>	NO	YES	<input type="checkbox"/>	<input checked="" type="checkbox"/>
NO	YES						
<input type="checkbox"/>	<input checked="" type="checkbox"/>						
3.a. Total acreage of the site of the proposed action?		508 acres					
b. Total acreage to be physically disturbed?		155 acres					
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		508 acres					
4. Check all land uses that occur on, adjoining and near the proposed action. <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland							

5. Is the proposed action, a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation service(s) available at or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? [If Yes, does the existing system have capacity to provide service? If No, describe method for providing potable water: _____ No <input checked="" type="checkbox"/> Yes]	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? [If Yes, does the existing system have capacity to provide service? If No, describe method for providing wastewater treatment: _____ No <input checked="" type="checkbox"/> Yes]	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Is the proposed action located in an archeological sensitive area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input checked="" type="checkbox"/> Shoreline <input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input checked="" type="checkbox"/> Early mid-successional <input checked="" type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
16. Is the project site located in the 100 year flood plain?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES See: Stormwater Pollution Prevention Plan/Soil and Erosion Control Plan and SPDES GP-0-10-001	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: <u>Kingsley Building Development, LLC</u> Date: <u>February 10, 2014</u> Signature: <u>By: MICHAEL A. CORTELLI, ESO., Project Attorney</u>		

Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing: a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3. For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

This EAF is to be read together with the FGEIS Findings Statement, dated April 13, 2009 for the Hudson Landing Development Project. The adoption of this Negative Declaration by the Town of Ulster Planning Board as an Involved Agency, forms part of the review/approval of the Developer Agreement by the City of Kingston Planning Board, as Lead Agency. [See, SEQRA Findings Statement.]

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input checked="" type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
Town of Ulster Planning Board	February 18, 2014
Name of Agency	Date
ALAN F. DEFOREST	Chairman
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT

RESET

617.20
Appendix B
Short Environmental Assessment Form

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information							
Name of Action or Project: Hudson Landing							
Project Location (describe, and attach a location map): Between Hudson River and NYS Route 32							
Brief Description of Proposed Action: Adoption of Developer Agreement for 1882 dwelling units and 78,500 square feet of commercial space for Traditional Neighborhood Design based upon FGEIS adopted Findings Statement and attendant SEQRA Record.							
Name of Applicant or Sponsor: Kingston Landing Development, LLC		Telephone: (914) 965-3890					
		E-Mail:					
Address: One Executive Boulevard							
City/PO: Yonkers		State: New York	Zip Code: 10701				
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">NO</td> <td style="width: 50%; padding: 2px;">YES</td> </tr> <tr> <td style="text-align: center; padding: 2px;"><input checked="" type="checkbox"/></td> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> </tr> </table>	NO	YES	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NO	YES						
<input checked="" type="checkbox"/>	<input type="checkbox"/>						
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: City of Kingston Approvals: Planning Board, Common Council, Water Board Town of Ulster: Town Board			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">NO</td> <td style="width: 50%; padding: 2px;">YES</td> </tr> <tr> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> <td style="text-align: center; padding: 2px;"><input checked="" type="checkbox"/></td> </tr> </table>	NO	YES	<input type="checkbox"/>	<input checked="" type="checkbox"/>
NO	YES						
<input type="checkbox"/>	<input checked="" type="checkbox"/>						
3.a. Total acreage of the site of the proposed action?		508 acres					
b. Total acreage to be physically disturbed?		155 acres					
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		508 acres					
4. Check all land uses that occur on, adjoining and near the proposed action. <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland							

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Are public transportation service(s) available at or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? [If Yes, does the existing system have capacity to provide service? If No, describe method for providing potable water: _____ No <input checked="" type="checkbox"/> Yes]	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? [If Yes, does the existing system have capacity to provide service? If No, describe method for providing wastewater treatment: _____ No <input checked="" type="checkbox"/> Yes]	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Is the proposed action located in an archeological sensitive area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input checked="" type="checkbox"/> Shoreline <input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input checked="" type="checkbox"/> Early mid-successional <input checked="" type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
16. Is the project site located in the 100 year flood plain?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES See: Stormwater Pollution Prevention Plan/Soil and Erosion Control Plan and SPDES GP-0-10-001	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: <u>Kingsford Building Development, LLC</u> Date: <u>February 10, 2014</u> Signature: <u>BY: MICHAEL A. PORTELLO, ESQ., Project Attorney</u>		

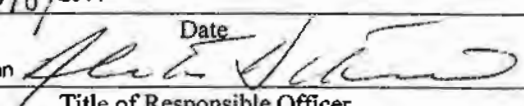
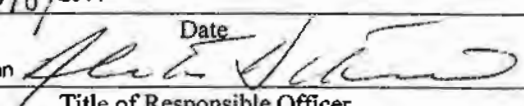
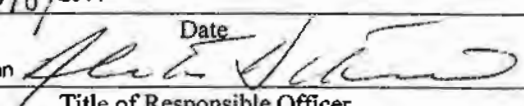
Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing: a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3. For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

This EAF is to be read together with the FGEIS Findings Statement, dated April 13, 2009 for the Hudson Landing Development Project. The adoption of this Negative Declaration by the Town of Ulster Planning Board as an Involved Agency, forms part of the review/approval of the Developer Agreement by the City of Kingston Planning Board, as Lead Agency. [See, SEQRA Findings Statement.]

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.										
<input checked="" type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.										
<table border="0"> <tr> <td>Town of Ulster Planning Board</td> <td>February 18, 2014</td> </tr> <tr> <td>Name of Lead Agency</td> <td>Date</td> </tr> <tr> <td>ALAN F. DEFOREST</td> <td>Chairman </td> </tr> <tr> <td>Print or Type Name of Responsible Officer in Lead Agency</td> <td>Title of Responsible Officer</td> </tr> <tr> <td>Signature of Responsible Officer in Lead Agency</td> <td>Signature of Preparer (if different from Responsible Officer)</td> </tr> </table>		Town of Ulster Planning Board	February 18, 2014	Name of Lead Agency	Date	ALAN F. DEFOREST	Chairman 	Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer	Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)
Town of Ulster Planning Board	February 18, 2014										
Name of Lead Agency	Date										
ALAN F. DEFOREST	Chairman 										
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer										
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)										

PRINT

RESET

617.21
STATE ENVIRONMENTAL QUALITY REVIEW
NEGATIVE DECLARATION
NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Project: Hudson Landing

Date: February 18, 2013

SEQRA Unlisted Action:

EAF: Part 3

This Notice and Negative Declaration is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 [State Environmental Quality Review Act] of the New York State Environmental Conservation Law.

The Town of Ulster Planning Board has determined that the proposed action described below will not have a significant effect on the environment.

NAME OF ACTION: In the Matter of the Approval of the Developer Agreement for Hudson Landing, County of Ulster, Town of Ulster.

SEQRA STATUS: Unlisted Action. Note: An FGEIS Findings Statement for Hudson Landing was adopted by the City of Kingston Planning Board, as Lead Agency for a Type I Action Coordinated Review, on April 13, 2009.

CONDITIONED NEGATIVE DECLARATION: No

DESCRIPTION OF THE ACTION:

In accordance with SEQRA [6 NYCRR Part 617 et seq.] the Town of Ulster Planning Board has considered the above referenced action and in consideration of the Record, has identified the relevant areas of environmental concern, examined the same and has rendered this Negative Declaration; finding no significant environmental impacts resulting from the aforesaid Unlisted Action.

Hudson Landing is proposed to be developed upon an approximate 508 acre site, extending generally from the western shore of the Hudson River on the east to NYS Route 32 on the west on those parcels situated in both the City of Kingston and Town of Ulster. In connection therewith, the development plan calls for a phased total of 1,682 dwelling units which include a mix of single family detached houses, townhouses, stacked townhouses, condominiums, apartments and live/work townhouses in addition to 78,500 square feet of commercial space to be constructed as a "Traditional Neighborhood Development" with associated open space areas and recreation facilities on the Project Site.

The Project has been previously and comprehensively reviewed under the New York State Environmental Quality Review

Act ("SEQRA") in coordinated Type I Action review and a December 18, 2008 Final Generic Environmental Impact Statement [FGEIS] was approved by the City of Kingston Planning Board, as SEQRA Lead Agency. On April 13, 2010, the City of Kingston Planning Board issued a Statement of Findings for the Project under SEQRA.

Among other particulars of the development, the Findings provide that Kingston Landing Development, LLC along with the City of Kingston and Town of Ulster shall execute a Developer Agreement to ensure that all mitigation measures contained in the Findings are performed with respect to future phasing of the development and the associated permitting/approvals associated therewith.

Under the circumstances of the particular related actions as hereinafter evaluated, the Town of Ulster Planning Board finds that the facts and information available to it support a determination that all probable and relevant adverse environmental effects associated with the approval of the Developer Agreement have been identified and that they will not be significant.

ENVIRONMENTAL ANALYSIS:

In address of the environmental factors set forth within the SEQRA Environmental Assessment Form the Town of Ulster Planning Board finds that the adoption of the Developer Agreement will have no significant adverse environmental effects upon these areas of environmental concern.

In rendering this determination, the Town of Ulster Planning Board incorporates by reference herein the April 13, 2009 FGEIS Findings for the Hudson Landing Project. In consideration thereof, the project has undergone a comprehensive coordinated review, with the Town of Ulster Planning Board participating as an Involved Agency for SEQRA purposes throughout the environmental review.

The Developer Agreement will operate to implement the five (5) phases of the Hudson Landing Development over time and in reaching its own Findings herein, the Town of Ulster Planning Board has determined that the mitigation measures set forth within the Findings Statement aforesaid render the relevant environmental factors insignificant for the purpose of the Developer Agreement.

The Town of Ulster Planning Board further finds that the Developer Agreement clearly spells out the "Terms of Agreement" which will be followed by the parties thereto; said terms being

detailed within the following areas of environmental concern;
all of which have been considered by the Town of Ulster Planning
Board in reaching this determination under SEQRA:

1. Visual Resources.
2. Wastewater Collection.
3. Wastewater Treatment Plant.
4. Public Services and Fiscal Impacts.
5. Stormwater.
6. Site Grading.
7. Water Resources.
8. Hydrogeologic Resources.
9. Wetlands and Wildlife.
10. Traffic.
11. Land Use and Zoning.
12. Open Space Public Access and Recreation.
13. Regional Transportation.
14. Cultural and Historic Resources.
15. Noise.
16. Air Quality.
17. Bonding of Public Improvements.
18. Cooperation.
19. Funding.
20. Compliance Required.
21. Phasing Flexibility.
22. Regulating Design Manual.
23. Thresholds for Supplemental EIS.
24. Ratification.
25. Assignment/Subordination.
26. Changes to Laws/Regulations.
27. No New Fees.
28. Interim Utilities.
29. Inapplicability of Subsequent Legislation.
30. Default.
31. Termination.
32. Private Undertaking.
33. Rights to Development.
34. Off Site Improvements.
35. Water/Sewer Connection Fees.
36. Interpretation.
37. Amendment of Agreement.
38. Authorization to Sign.
39. Binding on Successors.
40. Headings.
41. Non-Waiver.
42. Severability.
43. No Recoding.
44. Governing Law & Venue.

The Town of Ulster Planning Board further finds that there are no changes in the project plans, changes in conditions or changes in threshold impacts identified in the Developer Agreement which would trigger the need for supplemental environmental Findings to the FGEIS.

None of the probable impacts on the environment that are associated with, or which result from incremental or increased impacts of this action, when such impacts are added to other related past, present or reasonably foreseeable future actions, will be significant.

Approval of the action contemplated by the Developer Agreement now before the Town of Ulster Planning Board does not commit the Town of Ulster Planning Board to any particular course of action with respect to future actions beyond what is contained within said Agreement, as analyzed herein, which actions may require independent and separate environmental review pursuant to SEQRA; unless the same shall be lawfully determined to be designated as a Type II Action or an Exempt Action in accordance with 6 NYCRR Part 617 et. seq.

In making its determination, the Town of Ulster Planning Board has not balanced any potential benefits of the proposed action against potential harm.

CONCLUSION:

Based on the information currently available to the Town of Ulster Planning Board and the above analysis and upon evaluation of all the relevant and probable environmental impacts related to the Developer Agreement, the Town of Ulster Planning Board hereby determines that there will be no significant adverse environmental impacts associated with this action.

Therefore, this Determination of Non-Significance and Negative Declaration under SEQRA is hereby approved, adopted, and issued by the Town of Ulster Planning Board.

CONTACT PERSON FOR
FURTHER INFORMATION

Mr. Alan F. DeForest
Chairman, Town of Ulster
Planning Board
1 Town Hall Drive
Lake Katrine, New York 12449
(845)382-2455

DATED: February 18, 2014

TOWN OF ULSTER PLANNING BOARD

By: 
ALAN F. DEFOREST, Chairman

RISELEY & MORIELLO

ATTORNEYS AT LAW

111 Green Street

Post Office Box 4465

Kingston, New York 12402

**Richard F. Riseley
Michael A. Moriello**

Tel: (845) 338-6603

Fax: (845) 340-1614

February 11, 2014

Rusk, Wadlin, Heppner & Martuscello, LLP
Jason Kovacs, Esq.
255 Fair Street
PO Box 3356
Kingston, New York 12402

RE: Hudson Landing Developer Agreement: Town of Ulster
Planning Board/Town of Ulster Town Board

Dear Jason:

Enclosed please find the following documents, same in
connection with the above referenced matter:

- 1.) Developer Agreement.
- 2.) Draft SEQRA Negative Declaration.
- 3.) Draft Resolution/Decision.
- 4.) SEQRA Short EAF, Part 1.
- 5.) Draft SEQRA Short EAF, Part 2.

The Developer Agreement was adopted at last night's City of
Kingston Planning Board Meeting by the City of Kingston Planning
Board.

The draft Resolution/Decision and SEQRA Short EAF have been
modified slightly from the original drafts previously forwarded
to the Town of Ulster on September 10, 2013. In this regard,
the dates have been changed and I have added a whereas clause to
the draft Resolution at the fourth "whereas" recital.

The Short EAF now reflects the new NYSDEC form which
changed on October 7, 2013. With respect to the answers related
on the form, there has been no substantive changes in the
interim.

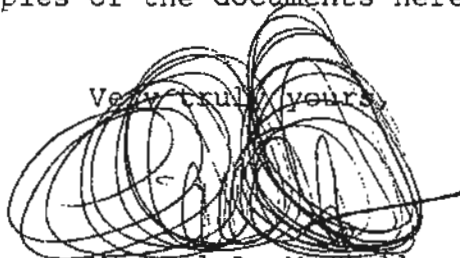
I have requested that Ms. Mary Secreto place my client on
the Town of Ulster Planning Board and Town of Ulster Town Board
Agendas for February 18, 2014 and February 20, 2014

respectively. It is my hope that the Developer Agreement and accompanying documentation may be approved at both of these meetings.

I assume that you will prepare the Resolution for adoption by the Town of Ulster Town Board and I would request that the Resolution make reference to the Town Board's concurrence with the April 13, 2009 SEQRA Findings, as well as the Negative Declaration, as adopted by the Town of Ulster Planning Board.

Please review all of the foregoing and contact me with any questions and/or proposed changes you may have.

Under copy of this correspondence, I am providing the persons/entities below with copies of the documents herein presented.

Very truly yours,

Michael A. Moriello

MAM:def

Enclosures

cc: Hudson Landing Development, LLC
Town of Ulster Planning Board [8 copies]
Town of Ulster Town Board [6 copies]
Mr. Steven Finkle
Mr. Dan Simone
Alan Sorenson, AICP
Town of Ulster Town Clerk
Ms. Sue Cahill
Andy Zweben, Esq.

**RESOLUTION/DECISION OF THE TOWN OF ULSTER PLANNING BOARD
ISSUING SEQRA NEGATIVE DECLARATION AND AUTHORIZING EXECUTION
OF THE DEVELOPER AGREEMENT FOR HUDSON LANDING**

At a duly constituted meeting of the Town of Ulster Planning Board, held on the 18th day of February, 2014, a quorum being present, the following Resolution/Decision was offered for adoption:

WHEREAS, representatives of Kingston Landing Development, LLC, having last appeared before the Town of Ulster Planning Board in connection with the adoption of a certain Developer Agreement for the project known as "Hudson Landing"; and,

WHEREAS, the terms, conditions and covenants of said Developer Agreement having been agreed to by the parties thereto following meetings, reviews and various drafts of the Developer Agreement; and,

WHEREAS, the Town of Ulster Planning Board, having heretofore, met on August 19, 2013 in consideration of the Developer Agreement and in address of the attendant environmental review pursuant to SEQRA [6 NYCRR Part 617 et.seq.]; and,

WHEREAS, the Town of Ulster Planning Board, having further considered draft changes to the Developer Agreement which have been added thereto by the City of Kingston during the pendency of the past several months; and,

WHEREAS, the Town of Ulster Planning Board Members have read this Resolution/Decision, are familiar with its contents and seek to adopt the same upon the execution and dating by the Chairman of the Town of Ulster Planning Board.

NOW THEREFORE, BE IT RESOLVED, that, based upon the April 13, 2009 SEQRA Findings, the consideration of the Developer Agreement recitals and the Record had herein, the Town of Ulster Planning Board hereby issues the SEQRA Negative Declaration of Environmental Significance for the Hudson Landing Developer Agreement and authorizes said documents signature, dating and filing; and,

BE IT FURTHER RESOLVED, that in consideration of the history of the Hudson Landing Project, the review of the Developer Agreement and the Record before the Town of Ulster Planning Board, the Chairman of the Town of Ulster Planning

Board is hereby authorized to date and execute this Resolution/Decision upon the vote of the members herewith.

NOW, upon Motion of Mr. Mulligan, duly seconded by Mrs. Hayner, the votes of the Town of Ulster Planning Board upon the foregoing Resolution/Decision are as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
1. Chairman Alan F. DeForest				
2. Karl Allison, Member				
3. Lawrence Decker, Member				
4. Anna Hayner, Member				
5. Gary J. Mulligan, Member				
6. Frank Almquist, Alternate				
7. Tim O'Brien, Alternate				

WHEREUPON, the foregoing Resolution/Decision was duly adopted this 18th day of February, 2014.

TOWN OF ULSTER PLANNING BOARD

By: 
ALAN F. DEFOREST, Chairman

617.20
Appendix B
Short Environmental Assessment Form

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information			
Name of Action or Project: Hudson Landing			
Project Location (describe, and attach a location map): Between Hudson River and NYS Route 32			
Brief Description of Proposed Action: Adoption of Developer Agreement for 1682 dwelling units and 78,500 square feet of commercial space for Traditional Neighborhood Design based upon FGEIS adopted Findings Statement and attendant SEQRA Record.			
Name of Applicant or Sponsor: Kingston Landing Development, LLC		Telephone: (914) 965-3990	
		E-Mail:	
Address: One Executive Boulevard			
City/PO: Yonkers		State: New York	Zip Code: 10701
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: City of Kingston Approvals: Planning Board, Common Council, Water Board Town of Ulster: Town Board			YES <input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		508 acres	
b. Total acreage to be physically disturbed?		155 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		508 acres	
4. Check all land uses that occur on, adjoining and near the proposed action. <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Are public transportation service(s) available at or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? [if Yes, does the existing system have capacity to provide service? <input checked="" type="checkbox"/> If No, describe method for providing potable water: _____ No Yes]	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? [if Yes, does the existing system have capacity to provide service? <input checked="" type="checkbox"/> If No, describe method for providing wastewater treatment: _____ No Yes]	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Is the proposed action located in an archeological sensitive area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input checked="" type="checkbox"/> Shoreline <input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input checked="" type="checkbox"/> Early mid-successional <input checked="" type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
16. Is the project site located in the 100 year flood plain?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____ <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: <u>Kristen Landing Development, LLC</u> Date: <u>February 18, 2014</u> Signature: <u>MICHAEL A. MORIELLO, ESQ.</u>		

Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing: a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3. For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

This EAF is to be read together with the FGEIS Findings Statement, dated April 13, 2009 for the Hudson Landing Development Project. The adoption of this Negative Declaration by the Town of Ulster Planning Board as an Involved Agency, forms part of the review/approval of the Developer Agreement by the City of Kingston Planning Board, as Lead Agency. [See, SEQRA Findings Statement.]

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.												
<input checked="" type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.												
<table border="0"> <tr> <td>Town of Ulster Town Board</td> <td>February 20, 2014</td> </tr> <tr> <td>Name of Lead Agency</td> <td>Date</td> </tr> <tr> <td><u>ERIC J. KUTTEN</u></td> <td><u>Chairman Deputy Supervisor</u></td> </tr> <tr> <td>Print or Type Name of Responsible Officer in Lead Agency</td> <td>Title of Responsible Officer</td> </tr> <tr> <td><u>Eric Kutten Dep Sup.</u></td> <td></td> </tr> <tr> <td>Signature of Responsible Officer in Lead Agency</td> <td>Signature of Preparer (if different from Responsible Officer)</td> </tr> </table>		Town of Ulster Town Board	February 20, 2014	Name of Lead Agency	Date	<u>ERIC J. KUTTEN</u>	<u>Chairman Deputy Supervisor</u>	Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer	<u>Eric Kutten Dep Sup.</u>		Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)
Town of Ulster Town Board	February 20, 2014												
Name of Lead Agency	Date												
<u>ERIC J. KUTTEN</u>	<u>Chairman Deputy Supervisor</u>												
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer												
<u>Eric Kutten Dep Sup.</u>													
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)												

PRINT

RESET

RESOLUTION OF THE TOWN BOARD

TOWN OF ULSTER

Resolution/Decision of the Town of Ulster Town Board Issuing Negative Declaration and Authorizing Execution of the Developer Agreement for Hudson Landing

Date: February 20, 2014

WHEREAS, representatives of Kingston Landing Development, LLC, having last appeared before the Town of Ulster Town Board in connection with the adoption of a certain Developer Agreement for the project known as "Hudson Landing"; and,

WHEREAS, the terms, conditions and covenants of said Developer Agreement having been agreed to by the parties thereto following meetings, reviews and various drafts of the Developer Agreement; and,

WHEREAS, the Town of Ulster Planning Board, having heretofore, met on August 19, 2013 in consideration of the Developer Agreement and in address of the attendant environmental review pursuant to SEQRA [6 NYCRR Part 617 et.seq.]; and,

WHEREAS, the City of Kingston Planning Board and the Town of Ulster Planning Board, having further considered draft changes to the Developer Agreement, have both formally adopted the Hudson Landing Developer Agreement, as revised on February 10, 2014 and February 18, 2014;

NOW, THEREFORE, BE IT RESOLVED, that, based upon the April 13, 2009 SEQRA Findings, the consideration of the Developer Agreement recitals and the Record had herein, the Town of Ulster Town Board hereby concurs with the SEQRA Findings aforesaid for the Hudson Landing Project and further finds the Developer Agreement to be consistent therewith; and be it further

RESOLVED, that in consideration of the history of the Hudson Landing Project, the review of the Developer Agreement and the Record before the Town of Ulster Town

Board, the Deputy Supervisor of the Town of Ulster is hereby authorized to date and execute this Resolution/Decision upon the vote of the members herewith.

NOW, upon motion of Rocco Secreto, duly seconded by Joel B. Brink, the votes of the Town of Ulster Town Board upon the foregoing Resolution/Decision are as follows:

	YES	NO	ABSENT
Supervisor James E. Quigley 3 rd			<input checked="" type="checkbox"/>
Councilman Joel Brink	<input checked="" type="checkbox"/>		
Councilman Eric Kitchen	<input checked="" type="checkbox"/>		
Councilman John Morrow	<input checked="" type="checkbox"/>		
Councilman Rocco Secreto	<input checked="" type="checkbox"/>		

RISELEY & MORIELLO
ATTORNEYS AT LAW
111 Green Street
Post Office Box 4465
Kingston, New York 12402

Richard F. Riseley
Michael A. Moriello

Tel: (845) 338-6603
Fax: (845) 340-1614

March 10, 2014

City of Kingston Planning Board
Mr. Wayne Platte, Jr., Chairman
420 Broadway
Kingston, New York 12401

City of Kingston Common Council
Hon. Shayne R. Gallo, Mayor
420 Broadway
Kingston, New York 12401

City of Kingston Water Board
Ms. Judith Hansen, Superintendent
111 Jansen Avenue
Kingston, New York 12401

Town of Ulster Town Board
Hon. James E. Quigley, III, Supervisor
1 Town Hall Drive
Lake Katrine, New York 12449

Town of Ulster Planning Board
Mr. Alan DeForest, Chairman
1 Town Hall Drive
Lake Katrine, New York 12449

Ms. Suzanne Cahill
City of Kingston Planner
420 Broadway
Kingston, New York 12401

Andrew Zweben, Esq.
City of Kingston
Corporation Counsel
420 Broadway
Kingston, New York 12401

Jason Kovacs, Esq.
Rusk, Wadlin, Heppner & Martuscello, LLP
PO Box 3356
Kingston, New York 12402

William Cloonan, Esq.
Cook, Tucker, Netter & Cloonan, PC
85 Main Street
PO Box 3939
Kingston, New York 12402

Town of Ulster
Alan Sorenson, AICP
1 Town Hall Drive
Lake Katrine, New York 12449

S. Finkle Associates, Inc.
Mr. Steven Finkle
112 Mountainview Avenue
Kingston, New York 12401

Shuster Associates
Mr. Daniel Shuster
3578 Atwood Road
Stone Ridge, New York 12484

Kingston Landing Development, LLC
Mr. Dan Simone
One Executive Boulevard
Yonkers, New York 10701

Brinnier & Larios, PC
Dennis Larios, PE
67 Maiden Lane
Kingston, New York 12401

RE: In the Matter of the Completion of the
Hudson Landing Developer Agreement

Dear Ladies/Gentlemen:

Enclosed for filing, please find copies of the following
executed documents, same in connection with the above referenced
matter:

1. Hudson Landing Developer Agreement.
2. Resolution of the City of Kingston Common Council.
3. Resolution of the City of Kingston Planning Board.
4. Resolution of the City of Kingston Water Board.
5. City of Kingston Water Board Short Environmental
Assessment Form.
6. City of Kingston Water Board Memorandum of Agreement
Paragraph Interpretation.
7. Town of Ulster Planning Board Short Environmental

- Assessment Form.
8. Town of Ulster Planning Board SEQRA Negative Declaration of Environmental Significance.
 9. Town of Ulster Planning Board Resolution/Decision.
 10. Town of Ulster Town Board Short Environmental Assessment Form.
 11. Town of Ulster Town Board Resolution/Decision.

Please file the foregoing documents for your records and feel free to contact me with any questions you may have. The fully executed signature original Developer Agreement has further been filed with the City of Kingston Clerk and the Town of Ulster Clerk.

On behalf of my client, I wish to express our appreciation for all of your considerable efforts.

Very truly yours,

A large, dense, and somewhat chaotic handwritten signature in black ink, appearing to be 'Michael N. Meriello'.

Michael N. Meriello

MAM:def
Enclosures
cc: Kingston Landing Development, LLC